



BASE PROSPECTUS DATED 20 JULY 2016

SOCIÉTÉ GÉNÉRALE
as Issuer and Guarantor
(incorporated in France)

and

SG ISSUER
as Issuer
(incorporated in Luxembourg)

**SOCIÉTÉ GÉNÉRALE
EFFEKTEN GMBH**
as Issuer
(incorporated in Germany)

Warrants Issuance Programme

For guidance on using this Base Prospectus and navigating between the different sections hereof, please refer to "*Base Prospectus – User Guide*" on page 106 of this Base Prospectus (which is intended to assist investors in review of this Base Prospectus but which should nevertheless be read in conjunction with the other sections of this Base Prospectus).

Under the Warrants Issuance Programme (the **Programme**), each of Société Générale, SG Issuer and Société Générale Effekten GmbH (each an **Issuer** and together the **Issuers**) may from time to time issue warrants (the **Warrants**) denominated in any currency agreed by the Issuer of such Warrants (the **relevant Issuer**) and the relevant Purchaser(s) (as defined below).

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

Payments and deliveries in respect of Warrants issued by SG Issuer or Société Générale Effekten GmbH will be unconditionally and irrevocably guaranteed by Société Générale (the **Guarantor**) provided that, in the case of a delivery, a claim under the guarantee provided by the Guarantor will result in the holder receiving the cash equivalent thereof.

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

English Law Warrants may be issued in global clearing system bearer form (**Clearing System Global Warrants**), in registered form (**Registered Warrants**) or in uncertificated form (**Uncertificated Warrants**). Registered Warrants may be represented by one or more Registered Global Warrants (as defined in "*Terms and Conditions of the English Law Warrants*"). Uncertificated Warrants shall include Uncertificated Nordic Warrants, Uncertificated Italian Warrants and EU Warrants (and will be issued in uncertificated and dematerialised book-entry form, all as defined and further described in "*Form of the Warrants*").

Clearing System Global Warrants and Registered Global Warrants (as defined in "*Terms and Conditions of the English Law Warrants*") will be deposited with a common depositary (**Common Depositary**) on behalf of Euroclear Bank S.A./N.V. as operator of the Euroclear System (**Euroclear**) and Clearstream Banking, société anonyme (**Clearstream, Luxembourg**). Clearing System Global Warrants will also be deposited with a depositary for Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. Unipersonal (**Iberclear**).

Warrantholders may hold EU Warrants through Euroclear UK & Ireland Limited (formerly known as CRESTCo Limited) (such clearing system, **EUI** or **CREST**).

French Law Warrants may be issued either in dematerialised form (**Dematerialised Warrants**) or in materialised form (**Materialised Warrants**) as more fully described in "*Form of the Warrants*" herein. Materialised Warrants will be in bearer materialised form only and may only be issued outside France. A temporary global certificate in bearer form (a **Temporary Global Certificate**) will initially be issued in connection with Materialised Warrants.

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

The CSSF has neither reviewed nor approved any information in this Base Prospectus pertaining to Warrants admitted to trading on the Euro MTF. The CSSF assumes therefore no responsibility in relation to the issues of Warrants admitted to trading on the Euro MTF.

The Warrants and any guarantee thereof have not been and will not be registered under the United States Securities Act of 1933, as amended (the **Securities Act**) or under the securities law of any state or political sub-division of the United States, and trading in the Warrants has not been approved by the Commodity Futures Trading Commission (the **CFTC**) under the United States Commodity Exchange Act, as amended (the **CEA**). No person has registered and no person will register as a "commodity pool operator" of any Issuer under the CEA and the rules thereunder (the **CFTC Rules**) of the CFTC, and no Issuer has been and no Issuer will be registered as an investment company under the United States Investment Company Act of 1940, as amended, and the rules and regulations thereunder (the **Investment Company Act**). The Warrants are being offered and sold in reliance on an exemption from the registration requirements of the Securities Act pursuant to Regulation S thereunder (**Regulation S**).

Accordingly, the Warrants may only be offered, sold, pledged or otherwise transferred in an "offshore transaction" (as defined under Regulation S) to or for the account or benefit of a person who (a) is not a U.S. person meaning a (i) U.S. Person as defined in Regulation S (**Regulation S U.S. Person**) unless the applicable Final Terms specify that IRS U.S. Person as defined in paragraph 7701(a)(30) of the Internal Revenue Code (**IRS U.S. Person**) is also applicable, or (ii) in case of SGI Index Linked Warrants, Advised SGI Index is applicable or in case of Portfolio Linked Warrants, Dynamic Portfolio is applicable, a person who is either a Regulation S U.S. Person or an IRS U.S. Person unless the applicable Final Terms specify that only a Regulation S U.S. Person is applicable; and (b) is not a person who comes within any definition of U.S. person for the purposes of the CEA or any CFTC Rule, guidance or order proposed or issued under the CEA (for the avoidance of doubt, any person who is not a "Non-United States person" defined under CFTC Rule 4.7(a)(1)(iv), but excluding, for purposes of subsection (D) thereof, the exception for qualified eligible persons who are not "Non-United States persons," shall be considered a U.S. person) (such a person or account as described herein, a **Permitted Transferee**). The Warrants are available only to Permitted Transferees.

Notice of the number of Warrants and the issue price of the Warrants which are applicable to each Issue (as defined in the Terms and Conditions) of Warrants will be set out in a final terms document (the **Final Terms**) which (except in the case of Private Placement Warrants (as defined in "Terms and Conditions of the English Law Warrants" and "Terms and Conditions of the French Law Warrants")) will be filed with the CSSF. The Programme provides that Warrants may be listed or admitted to trading, as the case may be, on such other or further stock exchanges or markets or quotation systems as may be agreed between the relevant Issuer, the Guarantor and the relevant Purchaser. Each Issuer may also issue unlisted Warrants and/or Warrants not admitted to trading on any market.

The Warrants will not be rated.

On 31 July 2015, SG Issuer, Societe Generale, SGA Societe Generale Acceptance N.V. and Société Générale Effekten GmbH issued a base prospectus describing the Programme. This Base Prospectus supersedes and replaces the base prospectus dated 31 July 2015 and the supplements thereto (except in relation to pending offers to the public, as detailed in "Ongoing Public Offers") for the purpose of Warrants admitted to trading on a Regulated Market in any Member State of the EEA and/or offered to the public in any Member State of the EEA and issued after the date of this Base Prospectus.

ARRANGER

Société Générale

DEALERS

Société Générale

Société Générale Bank & Trust

SG Option Europe

Société Générale, Sucursal en España

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SUMMARY

Summaries are made up of disclosure requirements known as **Elements**, the communication of which is required by Annex XXII of the Commission Regulation (EC) No 809/2004 as amended. These elements are numbered in Sections A – E (A.1 – E.7).

This summary contains all the Elements required to be included in a summary for this type of securities and Issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements.

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

Section A – Introduction and warnings		
A.1	Warning	<p>This summary must be read as an introduction to the base prospectus.</p> <p>Any decision to invest in the warrants should be based on a consideration of the base prospectus as a whole by the investor.</p> <p>Where a claim relating to the information contained in the base prospectus and the applicable Final Terms is brought before a court, the plaintiff investor might, under the national legislation of the Member States, have to bear the costs of translating the base prospectus before the legal proceedings are initiated.</p> <p>Civil liability attaches only to those persons who have tabled this summary, including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of the base prospectus or it does not provide, when read together with the other parts of this base prospectus, key information in order to aid investors when considering whether to invest in the warrants.</p>
A.2	Consent to the use of the Base Prospectus	<p>[Not applicable. The warrants issued under a warrants issuance programme (the Programme) pursuant to which each of Société Générale, SG Issuer and Société Générale Effekten GmbH may from time to time issue warrants (the Warrants) are not subject to a public offer in the Member States or Iceland, Liechtenstein or Norway (together, the European Economic Area).]</p> <p>[The Issuer consents to the use of this base prospectus relating to a warrants issuance programme (the Programme) pursuant to which each of Société Générale, SG Issuer and Société Générale Effekten GmbH may from time to time issue warrants (the Base Prospectus) in connection with a resale or placement of warrants issued under the Programme (the Warrants) in circumstances where a prospectus is required to be published under Directive 2003/71/EC as amended (the Prospectus Directive) (a Non-exempt Offer) subject to the following conditions:</p> <ul style="list-style-type: none"> - the consent is only valid during the offer period from [Specify date] to [Specify date] (the Offer Period); - the consent given by the Issuer for the use of the Base Prospectus to make the Non-exempt Offer is [an individual consent (an Individual Consent) in respect of [Specify name and address] ([each a] [the] Initial Authorised Offeror[s])] and if the Issuer appoints any additional financial intermediaries after the [insert date of the applicable Final Terms] (the Final Terms) and publishes details of them on its website ([www.sgbourse.fr]

	<p>[www.sglistedproducts.co.uk][www.societegenerale.se][www.societegenerale.fi][www.sgbo lsa.es][www.prodotti.societegenerale.it][www.beurs.societegenerale.nl]), each financial intermediary whose details are so published (each an Additional Authorised Offeror; [and] [a general consent (a General Consent) in respect of any financial intermediary who published on its website that it will make the Non-exempt Offer of the Warrants on the basis of the General Consent given by the Issuer and by such publication, any such financial intermediary (each a General Authorised Offeror) undertakes to comply with the following obligations:</p> <p>(a) it acts in accordance with all applicable laws, rules, regulations and guidance (including from any regulatory body) applicable to the Non-exempt Offer of the Warrants in the Public Offer Jurisdiction, in particular the law implementing the Markets in Financial Instruments Directive (Directive 2004/39/EC) as amended (hereinafter the Rules) and makes sure that (i) any investment advice in the Warrants by any person is appropriate, (ii) the information to prospective investors including the information relating to any expenses (and any commissions or benefits of any kind) received or paid by this General Authorised Offeror under the offer of the Warrants is fully and clearly disclosed prior to their investment in the Warrants;</p> <p>(b) it complies with the relevant subscription, sale and transfer restrictions related to the Public Offer Jurisdiction as if it acted as a Dealer in the Public Offer Jurisdiction;</p> <p>(c) it ensures that the existence of any fee (and any other commissions or benefits of any kind) or rebate received or paid by it in relation to the offer or sale of the Warrants does not violate the Rules is fully and clearly disclosed to investors or prospective Investors prior to their investment in the Warrants and to the extent required by the Rules, provides further information in respect thereof;</p> <p>(d) it complies with the Rules relating to anti-money laundering, anti-corruption, anti- bribery and "know your customer" rules (including, without limitation, taking appropriate steps, in compliance with such rules, to establish and document the identity of each prospective investor prior to initial investment in any Warrants by the investor), and will not permit any application for Warrants in circumstances where it has any suspicion as to the source of the application monies; it retains investor identification records for at least the minimum period required under applicable Rules, and shall, if so requested, make such records available to the relevant Issuer and/or the relevant Dealer or directly to the competent authorities with jurisdiction over the relevant Issuer and/or the relevant Dealer in order to enable the relevant Issuer and/or the relevant Dealer to comply with anti-money laundering, anti-corruption, anti-bribery and "know your customer" rules applying to the relevant Issuer and/or the relevant Dealer;</p> <p>(e) it co-operates with the Issuer and the relevant Dealer in providing relevant information (including, without limitation, documents and records maintained pursuant to paragraph (d) above) and such further assistance as reasonably requested upon written request from the Issuer or the relevant Dealer in each case, as soon as is reasonably practicable and, in any event, within any time frame set by any such regulator or regulatory process. For this purpose, relevant information that is available to or can be acquired by the relevant financial intermediary:</p> <p>(i) in connection with any request or investigation by any regulator in</p>
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		<p>relation to the Warrants, the Issuer or the relevant Dealer; and/or</p> <p>(ii) in connection with any complaints received by the Issuer and/or the relevant Dealer relating to the Issuer and/or the relevant Dealer or another Authorised Offeror including, without limitation, complaints as defined in rules published by any regulator of competent jurisdiction from time to time; and/or</p> <p>(iii) which the Issuer or the relevant Dealer may reasonably require from time to time in relation to the Warrants and/or as to allow the Issuer or the relevant Dealer fully to comply with its own legal, tax and regulatory requirements;</p> <p>(f) it does not, directly or indirectly, cause the relevant Issuer or the relevant Dealer to breach any Rule or any requirement to obtain or make any filing, authorisation or consent in any jurisdiction;</p> <p>[(g) it meets <i>[insert any other conditions to consent specified in the paragraph "Other conditions to consent" in the applicable Final Terms]</i>;</p> <p>[(g)/(h)] it commits itself to indemnify the relevant Issuer, the Guarantor (if applicable) and the relevant Dealer, Société Générale and each of its affiliates (for any damage, loss, expense, claim, request or loss and fees (including reasonable fees from law firms) incurred by one of these entities because of, or in relation with, any failure by this General Authorised Offeror (or any of its sub-distributors) to respect any of these obligations above;</p> <p>[(h)/(i)] it is familiar with, and has policies and procedures in place to comply with, any applicable rules and regulations relating to anti-bribery and corruption, including any changes thereto;</p> <p>[(i)/(j)] (a) it and any person within its control (including any director, officer or employee, each a controlled person) has not committed and will not commit any corrupt act directly or indirectly and (b) to the best of its knowledge, none of its sub-distributors has committed any corrupt act directly or indirectly, in each case to or for the use or benefit of, any person or any government official (which shall include any official, employee or representative of, or any other person acting in an official capacity for or on behalf of any government of any jurisdiction, any public international organisation, any political party, or any quasi-governmental body);</p> <p>[(j)/(k)] it has in place adequate policies, systems, procedures and controls designed to prevent itself, its sub-distributors and any controlled person from committing any corrupt act and to ensure that any evidence or suspicion of corrupt acts is fully investigated, reported to Société Générale or the relevant Issuer and acted upon accordingly;</p> <p>[(k)/(l)] neither it nor any of its agents, sub-distributors or controlled persons is ineligible or treated by any governmental or international authority as ineligible to tender for any contract or business with, or to be awarded any contract or business by, such authority on the basis of any actual or alleged corrupt act;</p> <p>[(l)/(m)] it has kept adequate records of its activities, including financial records in a form and manner appropriate for a business of its size and resources;</p>
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		<p>[(m)/(n)] it represents and warrants that it shall not distribute financial instruments to, or enter into any arrangement with respect to financial instruments with, sanctioned persons;</p> <p>[(n)/(o)] it undertakes to promptly inform Société Générale or the relevant Issuer of (a) any complaint received in relation to its activities or the financial instruments; or (b) any event affecting it, including but not limited to any of: (i) a regulatory investigation or audit of it or its affiliates, partners or agents; (ii) legal proceedings initiated by a competent regulatory authority against it or its affiliates, partners or agents; or (iii) a judgment rendered or penalty levied against it or its affiliates, partners or agents, which in each case might reasonably involve a reputational risk for Societe Generale or the relevant Issuer; and</p> <p>[(o)/(p)] it acknowledges that its commitment to respect the obligations above is governed by [French law] [English law] and agrees that any related dispute be brought before the [<i>tribunaux de Paris</i>, France] [English courts].</p> <p>[Any General Authorised Offeror who wishes to use the Base Prospectus for an Non-exempt Offer of Warrants in accordance with this General Consent and the related conditions is required, during the time of the relevant Offer Period, to publish on its website that it uses the Base Prospectus for such Non-exempt Offer in accordance with this General Consent and the related conditions.]</p> <p>- the consent only extends to the use of this Base Prospectus to make Non-exempt Offers of the Warrants in [Finland] [France] [Ireland] [Italy] [Luxembourg] [Netherlands] [Norway] [Spain] [Sweden] [United Kingdom].</p> <p>[The information relating to the conditions of the Non-exempt Offer shall be provided to the investors by [any Initial Authorised Offeror] [any Initial Authorised Offeror and any General Authorised Offeror] [any General Authorised Offeror] at the time the offer is made.]</p>
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Section B – Issuer[s] [and Guarantor]		
B.1	Legal and commercial name of the Issuer	<p>[Société Générale (or the Issuer)]</p> <p>[SG Issuer (or the Issuer)]</p> <p>[Société Générale Effekten GmbH (or the Issuer)]</p>

B.2	Domicile, legal form, legislation and country of incorporation	<p><i>[If the Issuer is Société Générale:</i> Domicile: 29, boulevard Haussmann, 75009 Paris, France. Legal form: Public limited liability company (<i>société anonyme</i>). Legislation under which the Issuer operates: French law. Country of incorporation: France.]</p> <p><i>[If the Issuer is SG Issuer:</i> Domicile: 33, boulevard Prince Henri, L-1724 Luxembourg, Luxembourg. Legal form: Public limited liability company (<i>société anonyme</i>). Legislation under which the Issuer operates: Luxembourg law. Country of incorporation: Luxembourg.]</p> <p><i>[If the Issuer is Société Générale Effekten GmbH:</i> Domicile: Neue Mainzer Strasse 46-50, 60311 Frankfurt am Main, Germany. Legal form: Limited liability company (<i>Gesellschaft mit beschränkter Haftung (GmbH)</i>). Legislation under which the Issuer operates: German law. Country of incorporation: Germany.]</p>
B.4b	Known trends affecting the Issuer and the industries in which it operates	<p><i>[If the Issuer is Societe Generale:</i> In 2016, the global economy should suffer from high uncertainty, related in particular to the geopolitical environment (Brexit, European migrant crisis, instability in the Middle East) and to elections in key countries. At the same time, the volatility of commodity and capital markets should remain significant, given the slowdown in emerging economies and strong divergences in monetary policies.</p> <p>In the Eurozone, the quantitative easing and negative interest rate policy implemented by the ECB should keep market interest rates low in 2016, against a backdrop of consistently low inflation. In the United States, the pace of the FED's tightening monetary policy will depend on economic growth momentum. In emerging countries, the moderate growth rate was confirmed in 2015. Although this trend was contained in China, business activity in countries producing commodities saw a more significant decrease.</p> <p>Within this contrasted environment, banks will have to continue to strengthen their capital to meet new regulatory requirements, further to the Basel reforms. In particular, following the various transparency exercises implemented in 2015 and the publication of the minimum Pillar 2 requirements, banks will have to comply with new current liability ratios (MREL and TLAC).</p> <p>Other reforms are still pending, as the banking regulator is reviewing the trading portfolio and risk-weighting models.]</p> <p><i>[If the Issuer is SG Issuer or Société Générale Effekten GmbH:</i> The Issuer expects to continue its activity in accordance with its corporate objects over the course of 2016.]</p>

B.5	Description of the Issuer's group and the Issuer's position within the group	<p>The Société Générale group (the Group) offers a wide range of advisory services and tailored financial solutions to individual customers, large corporate and institutional investors. The Group relies on three complementary core businesses:</p> <ul style="list-style-type: none"> • French Retail Banking; • International Retail Banking, Financial Services and Insurance; and • Corporate and Investment Banking, Private Banking, Asset and Wealth Management and Securities Services. <p>[If the Issuer is Société Générale: The Issuer is the parent company of the Group.] [If the Issuer is SG Issuer or Société Générale Effekten GmbH: The Issuer is a subsidiary of the Group and has no subsidiaries.]</p>
B.9	Figure of profit forecast or estimate of the Issuer	Not applicable. The Issuer does not provide any figure of profit forecast or estimate.
B.10	Nature of any qualifications in the audit report on the historical financial information	Not applicable. The audit report does not include any qualification.

B.12	Selected historical key financial information regarding the Issuer	[If the Issuer is Société Générale:			
		First Quarter 31.03.2016 (non audited)	Year ended 2015 (audited)	First Quarter 31.03.2015 (non audited)	Year ended 2014 (audited (*)
	Results (in millions of euros)				
	Net Banking Income	6,175	25,639	6,353	23,561
	Operating income	1,367	5,681	1,298	4,557 (*)
	Net income	1,022	4,395	962	2,978 (*)
	Group Net income	924	4,001	868	2,679 (*)
	<i>French Retail Banking</i>	328	1,417	279	1,204 (*)
	<i>International Retail Banking & Financial Services</i>	300	1,077	148	370 (*)
	<i>Global Banking and Investor Solutions</i>	454	1,808	532	1,909 (*)
	<i>Corporate Centre</i>	(158)	(301)	(91)	(804) (*)
	Net cost of risk	(524)	(3,065)	(613)	(2,967)
	Cost/income ratio	N/A(**)	68%	N/A(**)	68% (*)
	ROE after tax	7.1%	7.9%	6.9%	5.3%
	Tier 1 Ratio	13.7%	13.5%	12.4%	12.6%
	Activity (in billions of euros)				
	Total assets and liabilities	1,367.9	1,334.4	1,428.8	1,308.1 (*)
	Customer loans (1) ¹	411.6	405.3	346.9	370.4
	Customer deposits	372.5	379.6	340.5	349.7
	Equity (in billions of euros)				
	Group shareholders' equity	59.0	59.0	57.2	55.2 (*)
	Total consolidated equity	62.7	62.7	61.0	58.9 (*)
	Cash flow statements (in millions of euros)				

Summary

		<table><tr><td>Net inflow (outflow) in cash and cash equivalent</td><td>N/A^(**)</td><td>21,492</td><td>N/A^(**)</td><td>(10,183)</td></tr></table> <p>(1) Customer loans include Lease financing and similar agreements previously presented on a separate line in the balance sheet. The presentation of comparative figures has been restated accordingly to the financial statements published at 31 December 2014.</p> <p>(*) Amounts restated relative to the financial statements published at 31 December 2014 according to the retrospective application of IFRIC 21.</p> <p>(**) Not applicable</p>	Net inflow (outflow) in cash and cash equivalent	N/A ^(**)	21,492	N/A ^(**)	(10,183)																
Net inflow (outflow) in cash and cash equivalent	N/A ^(**)	21,492	N/A ^(**)	(10,183)																			
		<p><i>[If the Issuer is SG Issuer:</i></p> <table><tr><td>(in K€)</td><td>31 December 2015 (audited)</td><td>31 December 2014 (audited)</td></tr><tr><td>Operating Revenues</td><td>102 968</td><td>110 027</td></tr><tr><td>Profit from operations</td><td>380</td><td>209</td></tr><tr><td>Profit from continuing operations</td><td>380</td><td>209</td></tr><tr><td>Total Assets</td><td>37 107 368</td><td>23 567 256</td></tr></table> <p><i>]</i></p>	(in K€)	31 December 2015 (audited)	31 December 2014 (audited)	Operating Revenues	102 968	110 027	Profit from operations	380	209	Profit from continuing operations	380	209	Total Assets	37 107 368	23 567 256						
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		<p><i>[If the Issuer is Société Générale Effekten GmbH:</i></p> <table><tr><td>(in K€)</td><td>31 December 2015 (audited)</td><td>31 December 2014 (audited)</td></tr><tr><td>Operating Revenues</td><td>130</td><td>103</td></tr><tr><td>Profit from operations</td><td>0</td><td>0</td></tr><tr><td>Profit from continuing operations</td><td>0</td><td>0</td></tr><tr><td>Basic and diluted earnings per share</td><td>0</td><td>0</td></tr><tr><td>Total Assets</td><td>28,967,799</td><td>22,304,156</td></tr><tr><td>Dividends declared per share</td><td>0</td><td>0</td></tr></table> <p><i>]</i></p>	(in K€)	31 December 2015 (audited)	31 December 2014 (audited)	Operating Revenues	130	103	Profit from operations	0	0	Profit from continuing operations	0	0	Basic and diluted earnings per share	0	0	Total Assets	28,967,799	22,304,156	Dividends declared per share	0	0
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	Statement as no material adverse change in the prospects of the Issuer since the date of its last published audited financial statements	<p><i>[If the Issuer is Société Générale:</i></p> <p>There has been no material adverse change in the prospects of the Issuer since 31 December 2015.]</p> <p><i>[If the Issuer is SG Issuer or Société Générale Effekten GmbH:</i></p> <p>There has been no material adverse change in the prospects of the Issuer since 31 December 2015.]</p>
	Significant changes in the Issuer's financial or trading position subsequent to the period covered by the historical financial information	<p><i>[If the Issuer is Société Générale:</i></p> <p>Not applicable. There has been no significant change in the financial or trading position of the Issuer since 31 March 2016.]</p> <p><i>[If the Issuer is SG Issuer or Société Générale Effekten GmbH:</i></p> <p>Not applicable. There has been no significant change in the financial or trading position of the Issuer since 31 December 2015.]</p>
B.13	Recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency	<p>Not applicable. There has been no recent event particular to the Issuer which is to a material extent relevant to the evaluation of the Issuer's solvency.</p>

B.14	Statement as to whether the Issuer is dependent upon other entities within the group	<p>See Element B.5 above for the Issuer's position within the Group.</p> <p>[Société Générale is the ultimate holding company of the Group. However, Société Générale operates its own business; it does not act as a simple holding company vis-à-vis its subsidiaries.]</p> <p>[SG Issuer is dependent upon Société Générale Bank & Trust within the Group.]</p> <p>[Société Générale Effekten GmbH is dependent upon Société Générale within the Group.]</p>
B.15	Description of the Issuer's principal activities	<p>[If the Issuer is Société Générale: See Element B.5 above.]</p> <p>[The principal activity of SG Issuer is raising finance by the issuance of warrants as well as debt securities designed to be placed to institutional customers or retail customers through the distributors associated with Société Générale. The financing obtained through the issuance of such debt securities is then lent to Société Générale and to other members of the Group.]</p> <p>[The business purpose of Société Générale Effekten GmbH is the issue and sale of securities as well as related activities, with the exception of those requiring a licence. It is engaged in the issue and placement of securities, mainly warrants and certificates, as well as related activities. Banking business as defined by the German Banking Act (Kreditwesengesetz, KWG) is not included in the business purpose. Société Générale Effekten GmbH is a financial entity as defined in Sec. 1(3) Sentence 1 No. 5 KWG.]</p>
B.16	To the extent known to the Issuer, whether the Issuer is directly or indirectly owned or controlled and by whom, and description of the nature of such control	<p>[Not applicable. To its knowledge, Société Générale is not owned or controlled, directly or indirectly (under French law) by another entity.]</p> <p>[SG Issuer is a 100 per cent. owned subsidiary of Société Générale Bank & Trust S.A. which is itself a 100 per cent, owned subsidiary of Société Générale and is a fully consolidated company.]</p> <p>[Société Générale Effekten GmbH is a wholly owned subsidiary of Société Générale, Paris and is a fully consolidated company.]</p>
[Delete Elements B.18 and B.19 if Société Générale is the Issuer of the Warrants]		
[B.18]	Nature and scope of the guarantee	<p>The Warrants are unconditionally and irrevocably guaranteed by Société Générale (the Guarantor) pursuant to the guarantee made as of 20 July 2016 (the Guarantee).</p> <p>The Guarantee constitutes a direct, unconditional, unsecured and general obligation of the Guarantor and ranks and will rank at least <i>pari passu</i> with all other existing and future direct, unconditional, unsecured and general obligations of the Guarantor, including those in respect of deposits.</p> <p>Any references to sums or amounts payable by the Issuer which are guaranteed by</p>

		the Guarantor under the Guarantee shall be to such sums and/or amounts as directly reduced, and/or in the case of conversion into equity, as reduced by the amount of such conversion, and/or otherwise modified from time to time resulting from the application of a bail-in power by any relevant authority pursuant to directive 2014/59/EU of the European Parliament and of the Council of the European Union.
B.19	Information about the Guarantor as if it were the issuer of the same type of security that is subject of the guarantee	<p>The information about Société Générale as if it were the issuer of the same type of Warrants that is subject of the Guarantee is set out in accordance with Elements B.19 / B.1, B.19 / B.2, B.19 / B.4b, B.19 / B.5, B.19 / B.9, B.19 / B.10, B.19 / B.12, B.19 / B.13, B.19 / B.14, B.19 / B.15 [.] [and] B.19 / B.16 below, respectively:</p> <p><i>[If Société Générale is acting as Guarantor insert here Elements B.1 to B.18 above containing information relating to the Guarantor]</i></p>

Section C – Securities

C.1	<p>Type and the class of the securities being offered and/or admitted to trading, including any security identification number</p>	<p>[The Warrants are linked to [a] [share[s]] [,][and] [an] [index][indices] [,][and] [an] [SGI [index][indices]] [,][and] [a] [depository [receipt][receipts]] [,][and] [a] [dividend[s]] [,][and] [a] [non-equity [security][securities]] [,][and] [an] [exchange traded fund[s] (ETF)] [,][and] [a] [reference rate[s]] [,][and] [a] [foreign exchange rate[s]] [,][and] [a] [commodity][commodities] [,][and] [a] [fund[s]] [,][and] [a] [credit [underlying] [,][and] [a] [cds spread[s]] [,][and] [inflation] [,][and] [a] [bond[s]] [,][and] [a] [preference share[s]] [,][and] [a] [warrant[s]] [,][and] [an] [exchange-traded product[s] (ETP)] [,][and] [a][future[s]] (Share Linked Warrants [,][and] Index Linked Warrants [,][and] SGI Index Linked Warrants [,][and] Depository Receipts Linked Warrants [,][and] Dividend Linked Warrants [,][and] Non Equity Security Linked Warrants [,][and] ETF Linked Warrants [,][and] Reference Rate Linked Warrants [,][and] Foreign Exchange Rate Linked Warrants [,][and] Commodity Linked Warrants [,][and] Fund Linked Warrants [,][and] Credit Linked Warrants [,][and] Inflation Linked Warrants [,][and] Bond Linked Warrants [,][and] Preference Share Linked Warrants [,][and] Warrant Linked Warrants [,][and] ETP Linked Warrants [,][and] Future[s] Linked Warrants)]]</p> <p>[The Warrants are linked to [a] [a basket of] portfolio[s] of underlyings (Portfolio Linked Warrants)]</p> <p>[ISIN code of the Warrants: [●]]</p> <p>[Common Code of the Warrants: [●]]</p> <p>[Temporary ISIN Code of the Warrants: [●]]</p> <p>[Temporary Common Code of the Warrants: [●]]</p>
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		[<i>[Insert other security identification [●]]</i> <i>code</i>] of the Warrants:				
C.2	Currency of the securities issue	<i>[Insert the applicable settlement currency]</i>				
C.5	Description of any restrictions on the free transferability of the securities	<p>Not applicable. There is no restriction on the free transferability of the Warrants, subject to selling and transfer restrictions which may apply in certain jurisdictions including restrictions applicable to the offer and sale to, or for the account or benefit of, Permitted Transferees.</p> <p>A Permitted Transferee means any person who (i) is not a U.S. person as defined pursuant to [Regulation S] [and Internal Revenue Service]; and (ii) is not a person who comes within any definition of U.S. person for the purposes of the CEA or any CFTC Rule, guidance or order proposed or issued under the CEA.</p>				
C.8	Rights attached to the securities, including ranking and limitations to those rights and procedures for the exercise of those rights.	<p>Rights attached to the securities:</p> <p>Unless the Warrants are previously cancelled or otherwise expire early, the Warrants will entitle each holder of the Warrants (a Warrantholder) to receive [a potential return on the Warrants, the settlement amount, which may be [lower than][,] [equal to] [or] [higher than] the amount initially invested] [deliverable assets with a value which may be [lower than][,] [equal to] [or] [higher than] the amount initially invested (subject to prior payment of certain amounts)] (see Element C.18).</p> <p><i>[If the Issuer is SG Issuer and the Warrants are Secured Warrants:</i></p> <p>In addition to the Guarantee of the Guarantor, payments due under the Warrants will be secured by a pledge over collateral assets which comply with the following [Eligibility Criteria] [and][Collateral Rules]:</p> <table><tr><td>[Eligibility Criteria:</td><td><i>[insert a short description of the eligibility criteria]]</i></td></tr><tr><td>[Collateral Rules:</td><td><i>[Insert a short description of the relevant collateral rules]]</i></td></tr></table> <p>If:</p> <ul style="list-style-type: none">- the Issuer fails to pay or to perform its other obligations under the Warrants <i>[If the Warrants are Secured Warrants: including its obligations under the pledge securing the Warrants]</i>- <i>[If the Issuer is SG Issuer or Société Générale Effekten GmbH: the Guarantor fails to perform its obligations under the Guarantee or in the event that the guarantee of the Guarantor stops being valid;]</i> [or]- there are insolvency or bankruptcy proceeding(s) affecting the Issuer[,];]- [If the Warrants are Secured Warrants: the collateral monitoring agent in respect of the Warrants delivers a default notice in respect of the collateral pool securing the Warrants; or- an event of the type described above occurs in respect of any other issue of warrants which is secured by the same collateral pool in respect of which the Warrants are secured,] the holder of any Warrant may cause the Warrants to be cancelled immediately and for [the payment of an early termination settlement amount] [delivery of assets (subject to payment of certain amounts)] to become due	[Eligibility Criteria:	<i>[insert a short description of the eligibility criteria]]</i>	[Collateral Rules:	<i>[Insert a short description of the relevant collateral rules]]</i>
[Eligibility Criteria:	<i>[insert a short description of the eligibility criteria]]</i>					
[Collateral Rules:	<i>[Insert a short description of the relevant collateral rules]]</i>					

		<p>to the Warrantholder.]</p> <p>[The Warrantholder may cancel or otherwise cause the Warrants to expire early.]</p> <p>[The Warrantholders' consent shall have to be obtained to amend the contractual terms of the Warrants (except where the amendment is (i) to cure or correct any ambiguity or defective or inconsistent provision contained therein, or which is of a formal, minor or technical nature or (ii) not prejudicial to the interests of the Warrantholders or (iii) to correct a manifest error or proven error or (iv) to comply with mandatory provisions of the law) pursuant to the provisions of an agency agreement, made available to the Warrantholders upon request to the Issuer.]</p> <p>Governing law</p> <p>The Warrants and any non-contractual obligations arising out of or in connection with the Warrants will be governed by, and shall be construed in accordance with [English law] [French law].</p> <p>[- <i>If the Warrants are English law Warrants:</i> The Issuer accepts the competence of the courts of England in relation to any dispute against the Issuer but accepts that such Warrantholders may bring their action before any other competent court.]</p> <p>[- <i>If the Warrants are French law Warrants:</i> Any claim against the Issuer shall exclusively be brought before the competent courts of Paris (<i>tribunaux de Paris</i>, France).]</p> <p>Ranking</p> <p>The Warrants will be direct, unconditional, [unsecured][secured, limited recourse] and unsubordinated obligations of the Issuer and will rank at least <i>pari passu</i> without any preference among themselves and (subject to such exceptions as from time to time exist under applicable law) at least <i>pari passu</i> with all other outstanding direct, unconditional, [unsecured][secured, limited recourse] and unsubordinated obligations of the Issuer, present and future.</p> <p>Limitations to rights attached to the securities:</p> <p>[- The Issuer may adjust the financial terms in case of adjustment events affecting the underlying instrument(s), and in the case of the occurrence of extraordinary events affecting the underlying instrument(s), [and/or in circumstances where Société Générale and any of its affiliates' aggregate interest in [any component of] the [underlying instrument(s) exceeds certain limits,] the Issuer may [substitute the underlying instrument(s) by new underlying instrument(s),] [postpone the expiration date of the Warrants,] [or] [deduct from any due amount the increased cost of hedging,] and in each case without the consent of the Warrantholders;]</p> <p>[The Issuer may cancel or otherwise early expire the Warrants on the basis of the market value of these Warrants in case of occurrence of a collateral disruption event.],</p> <p>[The Issuer may cancel or otherwise early expire the Warrants on the basis of the market value of these Warrants if the proportion between the outstanding Warrants and the number of Warrants initially issued is lower than [<i>Specify the percentage</i>]]</p> <p>- The Issuer may [cancel or otherwise early expire the Warrants on the basis of the market value of these Warrants] [monetise all or part of the due amounts until the expiration date of the Warrants] for [[tax] [or] [regulatory] reasons] [or] [in the case of occurrence of extraordinary events affecting the underlying] [or] [in the case of occurrence of adjustments affecting the underlying instrument(s)] ;</p> <p>- the rights to payment of any amounts due under the Warrants will be prescribed within a period of [ten] [<i>Specify other</i>] years from the date on which the payment of such amounts has become due for the first time and has remained unpaid[.][and][.].]</p>
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		<p>[- <i>In the case of Secured Warrants</i>: in the case of a payment default under the Secured Warrants issued by SG Issuer or the Guarantor, Warrantholders' recourse against [in the case of English Law Warrants: the security trustee] [in the case of French Law Warrants: the security agent] under the pledge agreement will be limited to the collateral assets applicable to the Issue of Warrants, constituting together the collateral pool [, which is a multiple issue collateral pool and then may be shared by several issues of secured warrants]. Nevertheless, Warrantholders will continue to be able to claim against the Guarantor in respect of any unpaid amount].</p> <p>[- <i>In the case of Warrants issued by SG Issuer and Société Générale Effekten GmbH</i>: in the case of a payment default by the Issuer, Warrantholders shall not institute any proceedings, judicial or otherwise, or otherwise assert a claim against the Issuer. Nevertheless, Warrantholders will continue to be able to claim against the Guarantor in respect of any unpaid amount.]</p> <p>Taxation</p> <p>All payments in respect of Warrants or under the Guarantee shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any Tax Jurisdiction unless such withholding or deduction is required by law.</p> <p>[In the event that any amounts are required to be deducted or withheld for, or on behalf of, any Tax Jurisdiction, the relevant Issuer or, as the case may be, the Guarantor shall (except in certain circumstances), to the fullest extent permitted by law, pay such additional amount as may be necessary, in order that each Warrantholder, after deduction or withholding of such taxes, duties, assessments or governmental charges, will receive the full amount then due and payable.</p> <p>Where</p> <p>Tax Jurisdiction means [, in the case of payments by SG Issuer, Luxembourg or any political subdivision or any authority thereof or therein having power to tax] [, in the case of payments by Société Générale Effekten GmbH, Germany or any political subdivision or any authority thereof or therein having power to tax] [or] [, in the case of payments by Société Générale, France or any political subdivision or any authority thereof or therein having power to tax].</p>
C.11	Whether the securities offered are or will be the object of an application for admission to trading, with a view to their distribution in a regulated market or other equivalent markets with indication of	<p>[Not applicable. No application for admission to trading will be made.] [Application has been made for the Warrants to be admitted to trading on [the regulated market of the Luxembourg Stock Exchange] [<i>Specify other market</i>].]</p>

	the markets in question	
C.15	How the value of the investment is affected by the value of the underlying instrument(s)	<p>[Not applicable. The value of the investment is not affected by the value of an underlying instrument.]</p> <p><i>[In the case of Warrants which are Credit Linked Warrants or Bond Linked Warrants but which are not linked to a CDS spread]:</i> Not applicable. The value of the Warrants is [not] affected by the value of an underlying instrument [but][and] by the occurrence or non-occurrence of a [credit] [bond] event.]</p> <p>[The value of the Warrants and the payment of a settlement amount to a Warrantholder will depend on the performance of the underlying asset(s)], on the relevant valuation date(s).]</p> <p><i>[In respect of the Family of Products "Vanilla", if the applicable Final Terms specify that the Reference of the Product is a reference from 3.2.1 to 3.2.6, add:</i></p> <p>The value of the Warrants is linked to the positive or negative performance of [the underlying instrument] [the basket of underlying instruments] [one or several underlying instrument(s) within the basket]. The amount(s) to be paid is/are determined on the basis of [If the Reference of the Product is 3.2.1 or 3.2.2: an amount which depends on the performance of [the underlying instrument] [the basket of underlying instruments] [one or several underlying instrument(s) within the basket]] [If the Reference of the Product is 3.2.3 or 3.2.4: a pre-defined fixed amount]. Performance of [the underlying instrument] [the basket of underlying instruments] [one or several underlying instrument(s) within the basket] is [weighted] [and/or] [leveraged] [and/or,] [averaged] [and/or,] [locked] [and/or] [floored] [and/or] [capped].]</p> <p><i>[In respect of the Family of Products "Barrier", if the applicable Final Terms specify that the Reference of the Product is a reference from 3.3.1 to 3.3.32, add:</i></p> <p>The value of the Warrants is linked to the positive or negative performance of [the underlying instrument] [one or several underlying instrument(s) within the basket]. The amount(s) to be paid is/are determined on the basis of [the] condition[s] which [is][are] satisfied (or not) if the performance of [the underlying instrument] [one or several underlying instrument(s) within the basket] [is [higher] [lower] than [or equal to] [a] predefined barrier[s]] [is [lower than] [higher than] [or equal to] a low barrier [and] [or] [lower than] [higher than] [or equal to] a high barrier]. [Performance of [the underlying instrument] [one or several underlying instrument(s) within the basket] [can be] [is] [weighted] [and/or] [leveraged] [and/or,] [averaged] [and/or,] [locked] [and/or] [floored] [and/or] [capped].]</p> <p><i>[In respect of the Family of Products "Accumulator and Cliquet", if the applicable Final Terms specify that the Reference of the Product is a reference from 3.5.1 to 3.5.4, add:</i></p> <p>The value of the Warrants is linked to the positive or negative performance of [the underlying instrument] [the basket of underlying instruments] [one or several underlying instrument(s) within the basket]. The amount(s) to be paid is/are determined on the basis of on an accumulation ([additive] [or] [multiplicative]) of performances of [the underlying instrument] [the basket of underlying instruments] [one or several underlying instrument(s) within the basket] over several consecutive periods (performances being usually restricted at the beginning of each period). Performance of [the underlying instrument] [the basket of underlying instruments] [one or several underlying instrument(s) within the basket] is [weighted] [and/or] [leveraged] [and/or,] [averaged] [and/or,] [locked] [and/or] [floored] [and/or] [capped].]</p>

		<p><i>[In respect of the Family of Products "Multi-underlying", if the applicable Final Terms specify that the Reference of the Product is a reference from 3.6.1 to 3.6.5, add:</i></p> <p>The value of the Warrants is linked to the positive or negative performance of several underlying instruments comprising the basket. The amount(s) to be paid is/are determined on the basis of the individual performance of each underlying instrument, this individual performance being [weighted] [and/or] [leveraged] [and/or,] [averaged] [and/or,] [locked] [and/or] [floored] [and/or] [capped].</p> <p>Composition of the basket can be altered over time depending on the individual performance of the underlying instruments.]</p> <p><i>[In respect of the Family of Products "Volatility", if the applicable Final Terms specify that the Reference of the Product is a reference from 3.7.1 to 3.7.11, add:</i></p> <p>The value of the Warrants is linked to the positive or negative performance of the historical variance or historical volatility of [the underlying instrument] [the basket of underlying instruments] [one or several underlying instrument(s) within the basket]. Variance and volatility are measures of the dispersion of underlying instrument(s) returns. The amount(s) to be paid is/are determined on the basis of (a) performance or level of [the underlying instrument] [the basket of underlying instruments] [one or several underlying instrument(s) within the basket], and / or (b) historical variance or historical volatility of [the underlying instrument] [the basket of underlying instruments] and / or (c) additional parameters (if relevant). Performance or level or historical variance or historical volatility of [the underlying instrument] [the basket of underlying instruments] is [weighted] [and/or] [leveraged] [and/or,] [averaged] [and/or,] [locked] [and/or] [floored] [and/or] [capped].]</p> <p><i>[In respect of the Family of Products "Systematic Strategy", if the applicable Final Terms specify that the Reference of the Product is a reference from 3.8.1 to 3.8.4, add:</i></p> <p>The value of the Warrants is linked to the positive or negative performance of a dynamic basket made up of a risky component, a safe component [and a leverage component]. The dynamic basket level is determined by iteration depending on the exposure to the risky component, safe component [and leverage component] and their respective levels. The exposure to the risky component, safe component [and leverage component] is determined in the formula and as an illustration can be determined in accordance with constant proportion portfolio insurance or target volatility mechanisms. The dynamic basket level is [weighted] [and/or] [leveraged] [and/or,] [averaged] [and/or,] [locked] [and/or] [floored] [and/or] [capped].]</p> <p><i>[In respect of the Family of Products "Rate", if the applicable Final Terms specify that the Reference of the Product is a reference from 3.9.1 to 3.9.3, add:</i></p> <p>The value of the Warrants is linked to [a] [reference rate[s]] [inflation index] [inflation indices.]</p> <p><i>[In respect of the Family of Products "One-Delta", if the applicable Final Terms specify that the Reference of the Product is a reference to 3.1.1 to 3.1.4, add:</i></p> <p>The value of the Warrants is linked to the positive or negative performance of [the underlying instrument] [the basket of underlying instruments] [one or several underlying instrument(s) within the basket] (One-Delta Warrants). [The quantity of each underlying within such basket may be fixed or subject to modifications prior to the One-Delta Warrants being exercised or cancelled.] [The basket contains [long] [short] [long and short] exposures.]]</p> <p><i>[In respect of the Family of Products "Fixed Leverage, if the applicable Final Terms specify that the Reference of the Product is a reference to 3.2.1 to 3.2.9, add:</i></p> <p>The Warrants provide a [long] [short] fixed leveraged exposure to the positive or</p>
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		<p>negative performance of an underlying. [The leverage embedded in the leveraged strategy is revised daily taking into account the target volatility of the underlying and the actual volatility of the underlying.]]</p> <p><i>[In respect of the Family of Products "Turbo", if the applicable Final Terms specify that the Reference of the Product is a reference to 3.3.1 to 3.3.4, add:</i></p> <p>The Warrants provide a leveraged exposure to the positive or negative performance of an underlying][,and are subject to a [stop loss][and][restrike] mechanism].[The exercise price of the Warrants varies over time].]</p> <p><i>[In respect of the Family of Products "Base", if the applicable Final Terms specify that the Reference of the Product is a reference to 3.1.1 to 3.1.4, add:</i></p> <p>The value of the Warrants is linked to the positive or negative performance of [the underlying instrument] [the basket of underlying instruments] [one or several underlying instrument(s) within the basket]]</p> <p><i>[In respect of the Family of Products "Credit or Bond Linked", if the applicable Final Terms specify that the Reference of the Product is 3.10.3, add:</i></p> <p>The value of the Warrants is linked to the positive or negative performance of the underlying instrument. The amount(s) to be paid is/are determined on the basis of one of several conditions, one of which is satisfied if the level of the underlying instrument is [higher] [lower] than [or equal to] a predefined barrier.]</p> <p><i>[In respect of the Family of Products "Combined Vanillas", if the applicable Final Terms specify that the Reference of the Product is a reference from 3.11.1 to 3.11.4, add:</i></p> <p>The value of the Warrants is linked to the positive or negative performance of [the underlying instrument] [the basket of underlying instruments] [one or several underlying instrument(s) within the basket] [the [basket of] portfolio[s] of underlyings specified in Element C.20 below]. The amount(s) to be paid is/are determined as a [floored] [,] [capped] [leveraged] weighted combination, [additive] [or] [multiplicative] of [vanilla calls] [, puts] [, digits] [, fixed amounts], and combinations, [additive] [or] [multiplicative] of [calls] [, digits] and [fixed amounts].]</p>
C.16	Expiration or maturity date of the derivative securities – the exercise date or final reference date	<p><i>[In case of Credit Linked Warrants:</i></p> <p>The expiration date of the Warrants will be <i>[insert the Scheduled Expiration Date]</i> (subject to the occurrence of one or more credit event(s) or unsettled credit event(s)) and the final reference date is the last credit event occurrence date (subject to the occurrence of one or more credit event(s) or unsettled credit event(s)).]</p> <p><i>[In case of Bond Linked Warrants:</i></p> <p>The expiration date of the Warrants will be <i>[insert the Scheduled Expiration Date]</i> (subject to the occurrence of one or more bond event(s) or unsettled bond event(s)) and the final reference date is the last bond event occurrence date (subject to the occurrence of one or more bond event(s) or unsettled bond event(s)).]</p> <p><i>[In case of Open-ended Warrants:</i></p> <p>Not applicable. The Warrants are open-ended Warrants. No final reference date is applicable to the Warrants]</p> <p>[The expiration date of the Warrants will be <i>[insert the Expiration Date]</i>. No final reference date is applicable to the Warrants.</p> <p>[The expiration date of the Warrants will be <i>[insert the Expiration Date]</i>, and the final reference date will be the last valuation date.]</p> <p>The exercise date may be modified pursuant to the provisions of Element C.8 above</p>

		and Element C.18 below.
C.17	Settlement procedure of the derivative securities	[Cash delivery] [and/or] [physical delivery] [In the case of Warrants which are Credit Linked Warrants: [Cash delivery] [or] [physical delivery and/or cash delivery if the delivery of all or part of the deliverable assets is impossible or illegal]]
C.18	How the return on derivative securities takes place	<p>[Subject as provided below, the][[The] Warrants will be settled [in cash (Cash Settled Warrants)] [and][or][by delivery of <i>[specify type of deliverable assets (Deliverable Assets)]</i> (Physical Delivery Warrants)] [in an amount equal to the [Cash Settlement Amount][Physical Delivery Amount] [subject to payment of the Exercise Price [divided by the Parity]]].] [The warrants are open-ended Warrants and do not have a fixed expiry date. The Issuer will therefore only be liable in respect of the exercise of each Warrant, to pay or deliver or procure payment or delivery of an early settlement amount or delivery amount (as the case may be) as described below. [subject to payment of the Exercise Price [divided by the Parity]]</p> <p>[The Cash Settlement Amount is an amount equal to the excess of:</p> <p><i>In the case of call Warrants:</i></p> <p>[the Final Settlement Price over the Exercise Price, [then divided by the Parity]]</p> <p><i>In the case of put Warrants:</i></p> <p>[the Exercise Price over the Final Settlement Price, [then divided by the Parity]]</p> <p>where</p> <p>the Final Settlement Price is <i>[specify based on relevant elections from the Terms and Conditions]</i>;</p> <p>the Exercise Price is <i>[specify]</i>; and</p> <p>Parity is <i>[specify]</i>.]</p> <p>[The Physical Delivery Amount is an amount in the Settlement Currency equal to the Final Settlement Price [divided by the Parity]</p> <p>where</p> <p>the Final Settlement Price is <i>[specify based on relevant elections from the Terms and Conditions]</i>;</p> <p>the Exercise Price is <i>[specify]</i>; and</p> <p>Parity is <i>[specify]</i>.]</p> <p>[The Warrants cannot be exercised or cancelled prior to the expiration date (other than for taxation or regulatory reasons).]</p> <p>[The Warrants may be exercised early at the option of the [Issuer] [Warrantholders]. Warrantholders shall be entitled in such circumstances to the Optional Early Settlement Amount which shall be [[a fixed amount of <i>[specify]</i> (include if "Option 1" is specified as being applicable in the applicable Final Terms)]] [an amount equal to the excess (if any) of the [Optional Early Settlement Price][Exercise Price] over the [Exercise Price][Optional Early Settlement Price] [divided by the Parity] where the Optional Early Settlement Price is <i>[specify]</i> (include if "Option 2" is specified as being applicable in the applicable Final Terms.))][an amount determined in the same manner as the Cash Settlement Amount would have been determined save that the "Final Settlement Price" will be deemed to be <i>[specify based on relevant elections from the Terms and Conditions]</i> (include if "Option 3" is specified as being applicable in the applicable Final Terms.))][an amount based on the market value of the</p>

		<p>Warrants (include if "Option 4" is specified as being applicable in the applicable Final Terms)) (specify in the case of Cash Settled Warrants based on the relevant election in the applicable Final Terms)) [by delivery of the Physical Delivery Amount, determined in the same manner as the Physical Delivery Amount would have been determined save that the "Final Settlement Price" will be deemed to be [specify Optional Early Settlement based on election in applicable Final Terms] (specify in the case of Physical Delivery Warrants)) [an amount determined by reference to the ratio between the value of the underlying on the date on which a disruption event occurs and its initial value (include in the case of Preference Share Linked Warrants and Warrant Linked Warrants)]. Where [the Issuer][a Warrantholder] does not elect that [the Warrants][the Warrants they hold] will be subject to early expiration at the option of the [Issuer][Warrantholders], [the Warrants][the Warrants they hold] shall remain subject to exercise or cancellation in accordance with [specify other exercise options that apply] .</p> <p>[The Warrants will be cancelled automatically if the number of outstanding Warrants falls below [specify] per cent. of the number of Warrants outstanding on issue, whereupon the Warrants will be settled by [payment of an amount based on the market value of the Warrants (specify in the case of Cash Settled Warrants)][delivery of Deliverable Assets in an amount determined in the same manner as the Physical Delivery Amount would have been determined save that the "Final Settlement Price" will be deemed to be the "Early Trigger Level Settlement Price" (specify in the case of Physical Delivery Warrants)].]</p> <p>"Early Trigger Level Settlement Amount" means [specify based on relevant elections from the Terms and Conditions].</p> <p>"Early Trigger Level Settlement Price" means [the sum of (i) the Early Trigger Level Settlement Amount [multiplied by the Parity] and (ii) the Exercise Price (specify in the case of Call Warrants)][(i) the Exercise Price minus (ii) the Early Trigger Level Settlement Amount [multiplied by the Parity] (specify in the case of Put Warrants)].]</p> <p>[[Warrantholders may determine that the Warrants they hold will expire early][Warrants will automatically expire early] following the occurrence of [specify event(s)], following which the Warrants will [have a remaining value of [specify amount(s)]] [be settled [by payment of an amount determined in the same manner as the Cash Settlement Amount would have been determined save that the "Final Settlement Price" will be deemed to be [specify the Event-linked Early Settlement Price]][by delivery of Deliverable Asset(s) in an amount equal to [specify based on relevant elections from the Terms and Conditions] [divided by the Parity], subject to payment of the Exercise Price [divided by the Parity]], and [specify any exercise expenses](Exercise Expenses)[and specify any other relevant sums]. [Where a Warrantholder does not determine within [specify the relevant period for determination] that the Warrants they hold will be subject to early expiry, their Warrants will be cancelled immediately following the end of such period and no amounts will be payable or deliverable in respect of such Warrant.]]</p> <p><i>In the case of optional early settlement or early expiration for Preference Share Linked Warrants and Warrant Linked Warrants:</i></p> <p>[[Optional Early Settlement Amount(s)] [Early Termination Settlement Amount] shall be an amount calculated in accordance with the following formulae:</p> <p><i>In the case of Preference Share Linked Warrants:</i></p>
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		<p>[The calculation amount per Warrant x (Preference Share Value Early / Preference Share Value Initial), [subject to a minimum of 10 per cent. of the calculation amount per Warrant].</p> <p>Preference Share Value Early means the market value of the relevant preference share on the early settlement valuation date.</p> <p>Preference Share Value Initial means the market value of the relevant preference share on the initial valuation date.]</p> <p><i>In the case of Warrant linked Warrants</i></p> <p>[The calculation amount per Warrant x (Warrant Value Exercise / Warrant Value Initial).</p> <p>Warrant Value Exercise means the market value of the relevant reference warrant on the early settlement valuation date.</p> <p>Warrant Value Initial means the market value of the relevant warrant on the initial valuation date.</p>
C.19	Exercise price or final reference price of the underlying	<p>[Final Settlement Price: [●]] (<i>Specify if applicable in relation to the underlying</i>)</p> <p>[Exercise price : [●]] (<i>Specify if applicable in relation to the underlying</i>)</p> <p>[Not applicable, as the [level][value] of the [<i>specify underlying</i>] is not determined by reference to a final settlement price or exercise price.]</p> <p>[See Element C.18 above.]</p>
C.20	Type of the underlying and where the information on the underlying can be found	<p>[The Warrants are linked to the following underlying [[share[s]] [,][and] [index][indices] [,][and] [SGI [index][indices]] [,][and] [depository [receipt][receipts]] [,][and] [dividend[s]] [,][and] [non-equity [security][securities]] [,][and] [exchange traded fund[s]] [,][and] [reference rate[s]] [,][and] [foreign exchange rate[s]] [,][and] [commodity][commodities] [,][and] [fund[s]] [,][and] [credit] [underlying] [,][and] [cds spread[s]] [,][and] [inflation underlying] [,][and] [bond[s]] [,][and] [preference share[s]] [,][and] [warrant[s]] [,][and] [exchange-traded product[s]] [,][and] [future[s]] [and] [portfolio]</p> <p>Information about the underlying is available on the following website(s) or screen page(s): [<i>insert the name of the underlying and the relevant website or screen page</i>]</p> <p>[<i>In case of Warrants which are Credit Linked Warrants:</i> The Warrants are indexed on the occurrence or non occurrence of one or more credit event(s) on the following reference entity(ies) [belonging to an index]: [<i>insert the name of the reference entity(ies)</i>].]</p> <p>[<i>In case of Warrants which are Bond Linked Warrants:</i> The Warrants are indexed on the occurrence or non occurrence of one or more bond event(s): [<i>insert the name of the bond</i>].]</p>

Section D – Risks		
D.2	Key information on the key risks that are specific to the Issuer [and the Guarantor]	<p>An investment in the Warrants involves certain risks which should be assessed prior to any investment decision.</p> <p>In particular, the Group is exposed to the risks inherent in its core businesses, including:</p> <ul style="list-style-type: none"> • <u>capital management and capital adequacy risks:</u> <p>The Group's results of operations and financial situation could be adversely affected by a significant increase in new provisions or by inadequate provisioning.</p> <p>If the Group makes an acquisition, it may be unable to manage the integration process in a cost-effective manner or achieve the expected benefits.</p> <ul style="list-style-type: none"> • <u>credit risks:</u> <p>The Group is exposed to counterparty risk and concentration risk.</p> <p>The Group's hedging strategies may not prevent all risk of losses.</p> <ul style="list-style-type: none"> • <u>market risks:</u> <p>The global economy and financial markets continue to display high levels of uncertainty, which may materially and adversely affect the Group's business, financial situation and results of operations.</p> <p>A number of exceptional measures taken by governments, central banks and regulators have recently been or could soon be completed or terminated, and measures at the European level face implementation risks.</p> <p>The Group's results may be affected by regional market exposures.</p> <p>The Group operates in highly competitive industries, including in its home market.</p> <p>The protracted decline of financial markets may make it harder to sell assets and could lead to material losses.</p> <p>The volatility of the financial markets may cause the Group to suffer significant losses on its trading and investment activities.</p> <p>The financial soundness and conduct of other financial institutions and market participants could adversely affect the Group.</p> <p>The Group may generate lower revenues from brokerage and other commission and fee-based businesses during market downturns.</p> <ul style="list-style-type: none"> • <u>operational risks:</u> <p>The Group's risk management system may not be effective and may expose the Group to unidentified or unanticipated risks, which could lead to significant losses.</p>

		<p>Operational failure, termination or capacity constraints affecting institutions the Group does business with, or failure or breach of the Group's information technology systems, could result in losses.</p> <p>The Group relies on assumptions and estimates which, if incorrect, could have a significant impact on its financial statements.</p> <p>The Group's ability to retain and attract qualified employees is critical to the success of its business, and the failure to do so may materially adversely affect its performance.</p> <ul style="list-style-type: none"> • <u>structural interest rate and exchange rate risks:</u> <p>Changes in interest rates may adversely affect the Group's banking and asset management businesses.</p> <p>Fluctuations in exchange rates could adversely affect the Group's results of operations.</p> <ul style="list-style-type: none"> • <u>liquidity risk:</u> <p>The Group depends on access to financing and other sources of liquidity, which may be restricted for reasons beyond its control.</p> <p>A reduced liquidity in financial markets may make it harder to sell assets and could lead to material losses.</p> <ul style="list-style-type: none"> • <u>non-compliance and reputational risks, legal risks:</u> <p>Reputational damage could harm the Group's competitive position.</p> <p>The Group is exposed to legal risks that could negatively affect its financial situation or results of operations.</p> <p>The Group is subject to extensive supervisory and regulatory regimes in the countries in which it operates and changes in these regimes could have a significant effect on the Group's businesses.</p> <ul style="list-style-type: none"> • <u>social and environmental risks:</u> <p>The Group may incur losses as a result of unforeseen or catastrophic events, including the emergence of a pandemic, terrorist attacks or natural disasters.</p> <p><i>[Insert if the Issuer is SG Issuer or Société Générale Effekten GmbH: Since the Issuer is part of the Group, these risk factors are applicable to the Issuer.]</i></p>
D.6	Key information on the key risks that are specific to the securities	<p><i>[Insert if the Warrants are Warrants without a predefined expiration date: In the case of Open-ended Warrants, the duration of the Warrants is dependent on an optional early expiration, elected by [the Issuer][or][the Warrantholder][, as the case may be]. The possibility of an optional early expiration by the Issuer, on a predetermined date or set of dates, is likely to have a negative effect on the market value of the Warrants. Prospective investors should consider the reinvestment risk in light of other investments available at the time of the expiration. If there is no secondary market, there might be no possibility for the investors to sell the Warrants. [Furthermore, this optional early expiration at the sole discretion of the [Issuer][or</i></p>

	<p>][the Warrantholder][,as the case may be] could prevent the Warrantholders from benefitting from the performance of the underlying instrument(s) over the whole period initially envisaged.]]</p> <p><i>[Insert if the Warrants are subject to early expiration at the option of the Issuer:</i> The possibility of an optional early expiration by the Issuer, on a predetermined date, is likely to have a negative effect on the market value of the Warrants. Prospective investors should consider the reinvestment risk in light of other investments available at the time of the early expiration. <i>[Furthermore, this optional early expiration at the only discretion of the Issuer could prevent the Warrantholders from benefitting from the performance of the underlying instrument(s) over the whole period initially envisaged.]]</i></p> <p><i>[Insert if the Warrants are subject to event-linked early expiration:</i> The Warrants may provide for an event-linked early expiration linked to a specific event. Therefore, this may prevent the Warrantholders from benefitting from the performance of the underlying instrument(s) over the whole period initially envisaged.]</p> <p>[The terms and conditions of the Warrants may include provisions under which upon the occurrence of certain market disruptions delays in the settlement of the Warrants may be incurred or certain modifications be made. Moreover, in case of occurrence of events affecting the underlying instrument(s), the terms and conditions of the Warrants allow the Issuer to [substitute the underlying instrument(s) by new underlying instrument(s),] [cease the exposure to the underlying asset(s) and apply a reference rate to the proceeds so obtained until the expiration date of the Warrants,] [postpone the expiration date of the Warrants,] [cancel the Warrants on the basis of the market value of these Warrants][,] [o]r deduct from any due amount the increased cost of hedging, and in each case without the consent of the Warrantholders].]</p> <p><i>[Insert only if the Warrants are Warrant Linked Warrants or Preference Share Linked Warrants:</i> In the case of the occurrence of events affecting the underlying instrument(s), the terms and conditions of the Warrants allow the Issuer to cancel and settle the Warrants on the basis of the ratio between the value of the underlying on the date on which a disruption event occurs and its initial value, without the consent of the Warrantholders.]</p> <p>[Payments (whether at expiration or otherwise) on the Warrants are calculated by reference to certain underlying(s), the return of the Warrants is based on changes in the value of the underlying(s), which may fluctuate. Prospective investors should be aware that these Warrants may be volatile and that they may receive no return and may lose all or a substantial portion of their investment.]</p> <p><i>[Insert only if the Warrants may be settled by way of physical delivery:</i> In the event of the Warrants providing for a delivery of any deliverable asset upon settlement, the delivery of such deliverable asset will be subject to all applicable laws, regulations and practices and the Issuer shall not incur any liability whatsoever if it is unable to deliver or procure the delivery of such deliverable asset to the relevant holder of the Warrants because of any such laws, regulations or practices. Each holder of a Warrant should be aware that if the Warrants may be settled by physical delivery of the deliverable asset, it shall be deemed to acknowledge its understanding and acceptance of this matter and to have made its own examination and assessment of its capacity and power to receive such deliverable asset and not to have relied on any representation of the Issuer, the paying agents, Société Générale as Guarantor or as calculation agent under the Warrants, or Société Générale's affiliates regarding this matter. [No share in Société Générale or any of its affiliates will be delivered. If a share or shares in Société Générale or any of its affiliates is required</p>
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	<p>to be delivered, such share(s) in Société Générale will be replaced by, in due proportion, an equivalent amount in cash.]]</p> <p><i>[insert if the Warrants are Secured Warrants issued by SG Issuer: In case of Secured Warrants, there is no guarantee that following enforcement of the relevant pledge, the collateral proceeds available for distribution (or the value of the collateral assets available to be delivered) will be sufficient to pay all amounts due to investors. If there is any shortfall in amounts due to an investor then such investor shall have no further claim against the Issuer, but keep a claim against the Guarantor in respect of such amounts.]</i></p> <p>During the lifetime of the Warrants, the market value of these Warrants may be lower than the invested capital. Furthermore, an insolvency of the Issuer [and/or the Guarantor] may cause a total loss of the invested capital.</p> <p>[The Guarantee constitutes a general and unsecured contractual obligation of the Guarantor and no other person, any payments on the Warrants are also dependent on the creditworthiness of the Guarantor.]</p> <p>[Prospective investors in Warrants benefiting from the Guarantee should note that in case of payment default of an Issuer the entitlement of the Warrantholder will be limited to [(i)] the sums obtained by making a claim under the Guarantee in accordance with its terms and they shall have no right to institute any proceeding, judicial or otherwise, or otherwise assert a claim against the Issuer [(ii) and, in relation to Secured Warrants only, to the sums obtained following enforcement of the relevant Pledge Agreement].]</p> <p>[The Guarantee is a payment guarantee only and not a guarantee of the performance by the relevant Issuer or any of its other obligations under the Warrants benefiting from the Guarantee.]</p> <p>[Société Générale will act as issuer under Programme, as the Guarantor of the Warrants issued by the Issuer and also as provider of hedging instruments to the Issuer. As a result, investors will be exposed not only to the credit risk of the Guarantor but also operational risks arising from the lack of independence of the Guarantor, in assuming its duties and obligations as the Guarantor and provider of the hedging instruments.]</p> <p>[The potential conflicts of interests and operational risks arising from such lack of independence are in part intended to be mitigated by the fact that different divisions within the Guarantor will be responsible for implementing the Guarantee and providing the hedging instruments and that each division is run as a separate operational unit, segregated by Chinese walls (information barriers) and run by different management teams.]</p> <p>[The Issuer and the Guarantor and any of their subsidiaries and/or their affiliates, in connection with their other business activities, may possess or acquire material information about the underlying assets. Such activities and information may cause consequences adverse to Warrantholders.</p> <p>The Issuer and the Guarantor and any of their subsidiaries and/or their affiliates may act in other capacities with regard to the Warrants, such as market maker, calculation agent or agent. Therefore, a potential conflict of interests may arise.</p> <p>In connection with the offering of the Warrants, the Issuer and the Guarantor</p>
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		<p>and/or their affiliates may enter into one or more hedging transaction(s) with respect to a reference asset(s) or related derivatives, which may affect the market price, liquidity or value of the Warrants.]</p> <p>[The Issuer and any of its subsidiaries and/or its affiliates, in connection with its other business activities, may possess or acquire material information about the underlying assets. Such activities and information may cause consequences adverse to Warrantholders.</p> <p>The Issuer and any of its subsidiaries and/or its affiliates may act in other capacities with regard to the Warrants, such as market maker, calculation agent or agent. Therefore, a potential conflict of interests may arise.</p> <p>In connection with the offering of the Warrants, the Issuer and/or its affiliates may enter into one or more hedging transaction(s) with respect to a reference asset(s) or related derivatives, which may affect the market price, liquidity or value of the Warrants.]</p> <p>The attention of the investors is drawn to the fact that they could sustain an entire or a partial loss of their investment.</p>
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Section E – Offer

E.2b	Reasons for the offer and use of proceeds when different from making profit and/or hedging certain risks	<p>[The net proceeds from each issue of Warrants will be applied for the general financing purposes of the Société Générale Group, which include making a profit.]</p> <p><i>[Insert details relating to any other particular use of proceeds]</i></p>
E.3	Description of the terms and conditions of the offer	<p>[Not applicable. The Warrants are not subject to a public offer in the European Economic Area.]</p> <p>Public Offer Jurisdiction(s): <i>[Specify country(ies) of the offer]</i></p> <p>Offer Period: <i>[Specify the offer period]</i></p> <p>Offer Price: <i>[Specify the offer price]</i></p> <p>Conditions to which the offer is subject: <i>[Specify the conditions to which the offer is subject]</i></p>
E.4	Description of any	<p><i>[Need to include a summarised description of any interest, including conflicting</i></p>

	interest that is material to the issue/offer including conflicting interests	<i>ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest.</i> [Save for any fees payable to [Specify dealer] [in its capacity as dealer][(the Dealer)], so far as the Issuer is aware, no person involved in the issue of the Warrants has an interest material to the offer.]
E.7	Estimated expenses charged to the investor by the Issuer or the offeror	[Not applicable. No expenses are charged to the investor by the Issuer or the offeror.] [The expenses charged to the investor will be equal to [Specify the amount or the percentage, as the case may be.]

*[If several Issues or Tranches of Warrants are to be issued or offered simultaneously in one set of Final Terms and using one Issue Specific Summary, the items which differ between such Issues or Tranches of Warrants will be grouped in a table at the end of the Issue Specific Summary, which will contain only Category C information (as defined in Commission Delegated Regulation (EU) No 486/2012 of 30 March 2012) (the **Issue Specific Information Table**). In which case, the Elements above will be modified to cross refer to the Issue Specific Information Table.]*

RISK FACTORS

Prospective purchasers of Warrants should carefully consider the following information in conjunction with other information contained in this Base Prospectus, any Supplement thereto, the 2016 Registration Document of Société Générale and its related updates (see the section "Documents Incorporated by Reference"), other information concerning the Issuers incorporated by reference into this Base Prospectus) and any Final Terms before purchasing Warrants.

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

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

*Each Issuer and the Guarantor believe that the factors described below represent the principal risks inherent in investing in Warrants issued under the Programme, but the failure of the relevant Issuer or the Guarantor to pay amounts or deliver assets corresponding to the Cash Settlement Amount, the Physical Delivery Amount (as the case may be), or other amounts (each a **Relevant Amount**) in connection with any Warrants may occur or arise for other reasons which may not be considered significant risks by the Issuers or the Guarantor based on information currently available to them or which they may not currently be able to anticipate.*

The order of presentation of the above described risk factors is not an indication of the likelihood of their occurrence.

1. GENERAL

1.1 Independent review and advice

Each prospective investor in the Warrants must determine, based on its own independent review and such professional advice as it deems appropriate under the circumstances, that its acquisition of the Warrants is fully consistent with its financial needs, objectives and condition, complies and is fully consistent with all investment policies, guidelines and restrictions applicable to it and is a fit, proper and suitable investment for it, notwithstanding the clear and substantial risks inherent in investing in or holding the Warrants. Prospective investors should also conduct such independent investigation and analysis regarding the Issuer, the Guarantor, the Warrants and all other relevant market and economic factors as they deem appropriate to evaluate the merits and risks of an investment in Warrants.

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

1.2 Assessment of investment suitability

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

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

- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Warrants and the impact the Warrants will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Warrants;
- (iv) understand thoroughly the terms of the Warrants and be familiar with the behaviour of any relevant indices and financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

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

1.3 Legal, tax and regulatory changes

Legal, tax and regulatory changes could occur during the term of the Warrants that may adversely affect the Warrants, the underlying or related derivatives. The regulatory environment is evolving, and changes in the regulation of any entities may adversely affect their value. Regulators and self-regulatory organisations and exchanges are authorised to take extraordinary actions in the event of market emergencies. The regulation of securities and derivatives transactions is an evolving area of law and is subject to modification by government and judicial action. The effect of any future regulatory change on the underlying or related derivatives could be material, including clearing and margin requirements for derivatives and consequently may adversely affect the value of the Warrants.

1.4 No legal and tax advice

Neither the Issuer nor the Guarantor are giving legal or tax advices to the investors. Each prospective investor should consult its own advisers as to legal, tax and related aspects relating to an investment in the Warrants. A Warrantholder's effective yield on the Warrants may be diminished by the tax on that Warrantholder of its investment in the Warrants.

2. RISKS RELATING TO THE ISSUERS, THE GROUP AND THE GUARANTOR

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

Given the diversity and changes in the Group's activities, its risk management focuses on the following main categories of risk, any of which could adversely affect the Group's performance:

- capital management and capital adequacy risks:

The Group's results of operations and financial situation could be adversely affected by a significant increase in new provisions or by inadequate provisioning.

If the Group makes an acquisition, it may be unable to manage the integration process in a cost-effective manner or achieve the expected benefits.

- credit risks:

The Group is exposed to counterparty risk and concentration risk.

The Group's hedging strategies may not prevent all risk of losses.

- market risks:

The global economy and financial markets continue to display high levels of uncertainty, which may materially and adversely affect the Group's business, financial situation and results of operations.

A number of exceptional measures taken by governments, central banks and regulators have recently been or could soon be completed or terminated, and measures at the European level face implementation risks.

The Group's results may be affected by regional market exposures.

The Group operates in highly competitive industries, including in its home market.

The protracted decline of financial markets may make it harder to sell assets and could lead to material losses.

The volatility of the financial markets may cause the Group to suffer significant losses on its trading and investment activities.

The financial soundness and conduct of other financial institutions and market participants could adversely affect the Group.

The Group may generate lower revenues from brokerage and other commission and fee-based businesses during market downturns.

- operational risks:

The Group's risk management system may not be effective and may expose the Group to unidentified or unanticipated risks, which could lead to significant losses.

Operational failure, termination or capacity constraints affecting institutions the Group does business with, or failure or breach of the Group's information technology systems, could result in losses.

The Group relies on assumptions and estimates which, if incorrect, could have a significant impact on its financial statements.

The Group's ability to retain and attract qualified employees is critical to the success of its business, and the failure to do so may materially adversely affect its performance.

- structural interest rate and exchange rate risks:

Changes in interest rates may adversely affect the Group's banking and asset management businesses.

Fluctuations in exchange rates could adversely affect the Group's results of operations.

- liquidity risk:

The Group depends on access to financing and other sources of liquidity, which may be restricted for reasons beyond its control.

A reduced liquidity in financial markets may make it harder to sell assets and could lead to material losses.

- non-compliance and reputational risks, legal risks:

Reputational damage could harm the Group's competitive position.

The Group is exposed to legal risks that could negatively affect its financial situation or results of operations.

The Group is subject to extensive supervisory and regulatory regimes in the countries in which it operates and changes in these regimes could have a significant effect on the Group's businesses.

- social and environmental risks:

The Group may incur losses as a result of unforeseen or catastrophic events, including the emergence of a pandemic, terrorist attacks or natural disasters.

For any further information on the risk factors relating to each Issuer, Société Générale and its controlled entities (the **Group**) and the Guarantor, investors should refer to the English version of the 2016 Registration Document of Société Générale (and any update thereto) incorporated by reference into this Base Prospectus (see the section "*Documents Incorporated by Reference*").

2.2 Factors that may affect each Issuer's ability to fulfil its obligations under the Warrants and the Guarantor's ability to fulfil its obligations under the Guarantee

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

With the exception of Secured Warrants issued by SG Issuer, the Warrants constitute general and unsecured contractual obligations of each Issuer and of no other person and the Guarantee constitutes general and unsecured contractual obligations of the Guarantor and of no other person, which will rank equally with all other unsecured contractual obligations of the relevant Issuer and the Guarantor, respectively, and behind preferred liabilities, including those mandatorily preferred by law. The Issuers issue a large number of financial instruments, including the Warrants, on a global basis and, at any given time, the financial instruments outstanding may be substantial. Warrantholders rely upon the creditworthiness of the relevant Issuer and, as the case may be, the Guarantor and no other person, Warrantholders have no rights against the company that has issued the underlying, as the case maybe.

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

2.2.2 Risks related to Warrants issued by SG Issuer and Société Générale Effekten GmbH with limited recourse against the relevant Issuer but which are unconditionally and irrevocably guaranteed by Société Générale

Each holder of a Warrant or Warrants issued by SG Issuer and Société Générale Effekten GmbH is deemed to have acknowledged and undertaken, on its acquisition of such Warrant(s), that, in the event of a default under the Warrant(s) issued by SG Issuer or Société Générale Effekten GmbH, as the case may be, of payment or delivery of any sum due on any such Warrant(s) whenever such payment or delivery falls due (such payment or delivery defaults, **Defaulted Payments**), such holder shall not institute any proceeding, judicial or otherwise or otherwise assert a claim against SG Issuer or Société Générale Effekten GmbH, as the case may be, to enforce such Defaulted Payments and waives all rights to institute such proceedings or make such claims in respect of such Defaulted Payments against the relevant Issuer.

As a consequence prospective investors in Warrants issued by SG Issuer and Société Générale Effekten GmbH should note that in the case of Defaulted Payments the entitlement of the

Warrantholders will be limited to the sums obtained by making a claim under the Guarantee, and the relevant provisions of the Guarantee, and in relation to Secured Warrants only, from the sums obtained following enforcement of the relevant Pledge Agreement (See "*Risk Factors – Additional Risks Associated with Secured Warrants – Shortfall on Realisation of Collateral Assets and Limited Recourse of Warrantholders*" below).

Nevertheless, Warrantholders will continue to be able to claim against the Guarantor in respect of any unpaid amount.

Holders of Warrants issued by SG Issuer which are not Secured Warrants should also note that the Collateral Assets contained in a Collateral Pool will not be available to satisfy amounts due to them in respect of their Warrants.

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

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

2.2.4 *Conflicts of interest*

The Group provides a full array of capital market products and advisory services worldwide including the issuance of "structured warrants" where payment is linked to the performance of underlying assets.

The Issuers and the Guarantor and other member of the Group, in connection with their other business activities, may possess or acquire material and/or confidential information about the underlying assets and/or the reference entities which is not public knowledge and which are or could be important to the Warrants.

Such business activities and such material and/or confidential information may cause consequences adverse to the Warrantholders.

Such actions and conflicts may include, without limitation, the exercise of voting power, the purchase and sale of securities, financial advisory relationships and exercise of creditor rights. The Issuers, the Guarantor and any other member of the Group have no obligation to disclose such information about such underlying assets or the obligors to which they relate or the reference entities. The Issuers, the Guarantor and any other member of the Group and their officers and directors may engage in any such activities without regard to the Warrants or the effect that such activities may directly or indirectly have on any Warrant.

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

- SG Issuer and Société Générale Effekten GmbH are subsidiaries and are within the scope of application of the corporate governance of the Group. It is not excluded that potential conflicts of interest between SG Issuer and Société Générale Effekten GmbH and the Guarantor could affect the Warrantholders;
- the Calculation Agent, the Arranger, the Dealers, the Paying Agents, the Registrar, the Transfer Agent and the Fiscal Agent are all part of the Group. A deterioration of Société Générale's credit risk would have a negative impact on the obligations of each of the entities listed above in relation to the Warrants. If one of these entities does not respect its obligations towards the relevant Issuer and/or the Guarantor, this could have a negative impact on the Warrantholders;
- in the normal course of their activity, Société Générale and any member of the Group may accept deposits from, make loans or otherwise extend credit to, and generally engage in any kind of commercial or investment banking, advisory or other business transactions or relationships with companies whose securities are underlying assets and/or Warrants and could be deemed to be contrary to the interests of the Warrantholders;
- the composition of, and the methodologies used in connection with, certain indices (including SGI Indices), portfolios or strategies to which Warrants are linked are determined and selected by Société Générale or any other members of the Group (see "*Conflicts of interest in connection with proprietary indices*" below);
- for Warrants that are linked to the performance of funds the potential for a fund manager to earn performance-based compensation (including a manager that is affiliated with Société Générale) may encourage such fund manager to trade in a more speculative manner than it otherwise would; and
- the Issuers and the Guarantor, or one or more of their affiliates, may engage in trading and other business activities relating to the underlying fund(s) or their underlying assets that are not for the Warrantholders' accounts or on behalf of the Warrantholders.

2.2.5 Hedging and trading activity by each Issuer, the Guarantor and other members of the Group could potentially affect the value of the Warrants

In the ordinary course of their business, whether or not they will engage in any secondary market making activities, the Issuers, the Guarantor and/or any other members of the Group may effect transactions for their own account or for the account of their customers and hold long or short positions in any underlying or reference asset(s), reference entities or obligors or related derivatives. In addition, in connection with the offering of the Warrants, the Issuers, the Guarantor and/or any member of the Group may enter into one or more hedging transactions with respect to such asset(s).

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

2.2.6 Risk relating to the Paying Agent(s)

Any payments made to Warrantholders will be made by the Paying Agent on behalf of the Issuer. Pursuant to the Agency Agreement, the Issuer is to transfer to the Paying Agent such amount as may be due under the Warrants on or before each date on which such payment in respect of the Warrants becomes due.

If the Paying Agent, while holding funds for payment to Warrantholders in respect of the Warrants, is declared insolvent, the Warrantholders may not receive all (or any part) of amounts due to them in

respect of the Warrants from the Paying Agent. While the Issuer will remain liable to Warrantholders in respect of such unpaid amounts, the Issuer may have insufficient assets to make such payments (or any part thereof) and Warrantholders may not receive all, or any part, of any amounts due to them.

Consequently Warrantholders are relying not only on the creditworthiness of the Issuer, but also on the creditworthiness of the Paying Agent in respect of the performance of its obligations under the Agency Agreement to make payments to Warrantholders.

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

A wide range of Warrants may be issued under the Programme. A number of these Warrants may have features which present particular risks for prospective investors.

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

Set out below is a description of the most common such features, which may increase the risk of investing in such Warrants:

3.1 *Open-ended Warrants*

Open-ended Warrants do not have a determined expiration date. Therefore, the duration of the Warrants is dependent on the Issuer's or the Warrantholder's optional election to settle the Warrants early, the occurrence of certain events or by a certain trigger being breached, in each case to the extent applicable in respect of the Warrants. If there is no secondary market, there might be no possibility for the investors to sell the Warrants. See also "*Warrants subject to optional early expiration by the relevant Issuer*" below.

3.2 Warrants subject to optional early expiration by the relevant Issuer

An optional early expiration feature of Warrants is likely to limit their market value. Before or during any period when the relevant Issuer may elect to settle the Warrants early, the market value of those Warrants generally will not rise substantially above the price at which they can be exercised.

3.3 Cancellation, early expiration and reinvestment risks

The Warrants may expire early or be subject to cancellation at a time when an investor generally would not be able to reinvest the proceeds at an expected yield as high as the return on the Warrants being exercised or cancelled, as the case may be, and may only be able to do so at a significantly lower yield. Prospective investors should consider reinvestment risk in light of other investments available at that time.

3.4 Trigger cancellation at the option of the Issuer

In respect of certain issues where so specified in the applicable Final Terms, the Warrants may be exercised early in the event that the number of Warrants outstanding held at such time by Warrantholders falls below 10% of the initial number of such Warrants or such other level specified in the applicable Final Terms. In such event the relevant Issuer will have the option to exercise any outstanding Warrants early upon the giving of notice. This could lead to investors receiving an amount on cancellation earlier than had been anticipated in circumstances over which the investors have no control and which may affect the value of their investment.

3.5 Warrants issued linked to certain events

The Settlement Amount of certain Warrants may be linked to the occurrence or non-occurrence of certain events which are not connected with the Issuers or the Guarantor. The occurrence of such events is beyond the control of the Issuers and the Guarantor and Warrantholders are exposed to the risk of such event occurring or not, as the case may be.

3.6 Warrants containing limited events of default

The Warrants of an Issue will only become immediately due and repayable following the occurrence of a limited number of events of default (in compliance with Condition 8 of the General Terms and Conditions). Such events of default do not include, for example, a cross-default of the relevant Issuer's other debt obligation or of the Guarantor.

3.7 Reliance on Euroclear, Clearstream, Luxembourg and Iberclear procedures

Warrants issued under the Programme may be represented on issue by one or more Global Warrants that may be deposited with a common depository for Euroclear and Clearstream, Luxembourg or a depository for Iberclear (see "*Book Entry Clearance Systems*"). Except in the circumstances described in each Global Warrant, investors will not be entitled to receive Warrants in definitive form. Each of Euroclear, Clearstream, Luxembourg and Iberclear and their respective direct and indirect participants will maintain records of the beneficial interests in each Global Warrant held through it. While the Warrants are represented by a Global Warrant, investors will be able to trade their beneficial interests only through the relevant clearing systems and their respective participants.

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

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

3.8 Risk of Leveraged Exposure

Leverage involves the use of a number of financial techniques to increase the exposure of a Warrant to the applicable underlying and can therefore magnify both returns and losses. While the use of leverage allows for potential multiples of a return (assuming a return is achieved) when the applicable underlying moves in the anticipated direction, it will conversely magnify losses when such underlying moves against expectations of investors. When a Warrant incorporates a leverage mechanism, prospective investors should note that these Warrants will involve a higher level of risk, and that whenever there are losses such losses may be higher than those of a similar security which is not leveraged. Investors should therefore only invest in Warrants if they fully understand the effects of the leverage that may be embedded in the Warrants.

3.9 Loss of Time Value

The amounts due on exercise of the Warrants is typically expected to be negatively impacted by the "time value" of the Warrants. The "time value" of the Warrants will depend partly upon the length of the period remaining to expiration and expectations concerning the value of the underlying of the Warrants. Warrants offer hedging and investment diversification opportunities but also pose some additional risks with regard to erosion in value.

3.10 Formula-Linked Warrants

Amounts payable or deliverable in respect of Formula-Linked Warrants (as defined in Condition 1 of the General Terms and Conditions) are determined by reference to one or several formula(e) which are based on the underlying(s) of such Formula-Linked Warrants. In addition, the amounts payable or deliverable in respect of Formula-Linked Warrants may also depend on external factors such as interest rates, time to expiry, volatility, liquidity and any other factor used as input in such formula(e). As such, holders of Formula-Linked Warrants are exposed to risks which are inherent to the determination of such formula(e) and to the movements in such underlying(s) and other reference assets, rates or levels which may result in Warrantholders losing all or a substantial portion of their investment.

3.11 One-Delta Warrants

One-Delta Warrants (as defined in Condition 1 of the General Terms and Conditions) provide a full exposure to an underlying or a basket of underlyings. Amounts payable or deliverable in respect of One-Delta Warrants will move in line and proportionally to changes in the value of the underlyings to which One-Delta Warrants relate, which may result in Warrantholders losing all or a substantial portion of their investment. The value of One-Delta Warrants can therefore be volatile. In addition, One-Delta Warrants may be subject to a number of costs which would negatively impact the value of the One-Delta Warrants.

3.12 Fixed Leverage Warrants

Fixed Leverage Warrants (as defined in Condition 1 of the General Terms and Conditions) embed a daily leverage mechanism which aims to amplify a long or short exposure to the underlying to which the Fixed Leverage Warrants relate. Amounts payable or deliverable in respect of Fixed Leverage Warrants will change by a proportionally greater amount than any change to the value of the underlying to which the Fixed Leverage Warrants relate, which may result in investors losing all or a substantial part of their investment. The value of Fixed Leverage Warrants can therefore be volatile. In addition, because the exposure of Fixed Leverage Warrants to the underlying to which they relate is reset on a daily basis, an investor's capital could erode very quickly following a continued succession of positive or negative performance of the Warrant underlying. Fixed Leverage Warrants may also be subject to a number of costs which would negatively impact the value of the Fixed Leverage Warrants.

3.13 Turbo Warrants

Turbo Warrants (as defined in Condition 1 of the General Terms and Conditions) usually embed a leverage mechanism which aims to amplify a long or short exposure to the underlying to which the Turbo Warrants relate. Amounts payable or deliverable in respect of Turbo Warrants will, in these circumstances, change by a proportionally greater amount than any change to the value of the underlying to which the Turbo Warrants relate, which may result in investors losing all or a substantial part of their investment. The value of Turbo Warrants can therefore be volatile. Turbo Warrants may also be subject to a number of costs which would negatively impact the value of the Turbo Warrants.

3.14 Risks linked to the non-application of certain tax clauses

If the Issuer or, as the case may be, the Guarantor, elects not to apply Conditions 5.3.1 and 5.3.2 of the General Terms and Conditions, the Issuer will not be able to early expire the Warrants for taxation reasons. All payments under the Warrants shall be effected by the Issuer after deductions or withholdings for any taxes, duties, assessments or governmental charges in respect of such Warrants as the case may be. In such case, the Issuer will withhold or deduct such taxes, duties, assessments or governmental charges from the due and payable amount and pay the deducted or withheld amounts to the competent tax authorities. As a result, the amounts that the Warrantholder will effectively receive

under the Warrants may be substantially less than the due and payable amounts. The Issuer shall not be obliged to pay any additional amounts to the Warrantholder for any such deductions or withholdings.

3.15 Risks linked to the protection of the capital

For certain Warrants, there is no risk of capital loss upon settlement at maturity. However, the expenses for such protection may have impaired other conditions of the Product and may have caused amounts payable on the Warrants to be lower as would have been granted otherwise.

Regardless of the level of the capital protection of the Warrants, investors in the Warrants may lose part or all of the initially invested amount before the settlement date if the product is sold by the investor or settled early.

4. RISK FACTORS RELATING TO UNDERLYING(S) OF WARRANTS

4.1 General

The relevant Issuer may issue Warrants with a Settlement Amount determined by reference to an index or formula, to changes in the prices of securities or commodities, to interest rates, to credit risk, to movements in currency exchange rates or other factors (each, a **Relevant Factor**) or a mixture of Relevant Factors. In addition, the relevant Issuer may issue Warrants where the Settlement Amount is determined in one or more currencies which may be different from the currency in which the Warrants are denominated. Prospective investors should be aware that:

- the market price of such Warrants may be volatile;
- the Settlement Amount may be zero;
- they may lose all or a substantial portion of their investment;
- a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;
- if a Relevant Factor is applied to Warrants in conjunction with a multiplier greater than one or contains some other leverage factor, the effect of changes in the Relevant Factor on the Settlement Amount will likely be magnified;
- the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factor, the greater the effect on yield; and
- the market price of such Warrants may be volatile and may depend on the time remaining to the relevant settlement date (including any early settlement date where Warrants are subject to early expiration) and the volatility of the level of the underlyings.

The historical performance of an underlying asset should not be viewed as an indication of the future performance of such underlying asset during the term of any Warrants. Accordingly, each prospective investor should consult its own financial and legal advisers about the risk entailed by an investment in any Warrants and the suitability of such Warrants in light of its particular circumstances.

4.2 Adjustment or substitution – cancellation of the Warrants

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

4.3 Risks relating to Index Linked Warrants and SGI Index Linked Warrants

4.3.1 General considerations related to Index Linked Warrants and SGI Index Linked Warrants

Index Linked Warrants and SGI Index Linked Warrants are subject to risks broadly similar to those attending any direct exposure to the underlying of such indices, including, without limitation, the risk that the general level of prices for such underlyings may decline. The following is a list of some of the significant risks associated with an index or SGI index (each being referred to below as an "index" and generally as "indices"):

- historical performance of the index does not indicate the future performance of this index. It is impossible to predict whether the value of the index will fall or rise during the term of the Warrants; and
- the level of the index or indices may be affected by the economic, financial and political events in one or more jurisdictions, including the stock exchange(s) or quotation system(s) on which any securities comprising the index or indices may be traded. The index may reference equities, bonds or other securities or it may be a property index referencing certain property price data which will be subject to market price fluctuations. A property index may include valuations only and not actual transactions and the property data sources used to compile the index may be subject to change, which may adversely affect the return on the Warrants.

The policies of the sponsor of an index (including a sponsor that is affiliated with Société Générale) as regards additions, deletions and substitutions of the assets underlying the index and the manner in which the index sponsor takes account of certain changes affecting such underlying assets may affect the value of the index. The policies of an index sponsor with respect to the calculation of an index could also affect the value of the index. An index sponsor may discontinue or suspend calculation or dissemination of information relating to its index. Any such actions could affect the value of the Warrants. See "*Additional Terms and Conditions for Index Linked Warrants*" for more details.

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

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

4.3.2 Conflicts of interest in connection with proprietary indices

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

- (i) In respect of the proprietary indices discretionarily composed by Société Générale or an affiliate of Société Générale to which Warrants are linked, Société Générale may face a conflict of interest between its obligations as the issuer of such Warrants and as the composer of such

indices, as the determination of the composition of such indices may have an impact on the value of the Warrants.

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

The roles of the different teams involved within Société Générale in the design, maintenance and replication of the indices have been strictly defined. The replication of any index is made in the same manner by a single team within Société Générale, be it for the purpose of hedging the product held by external investors or for the purpose of the positions held by Société Générale acting as co-investor with external investors.

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

If the hedging activities of any member of the Group in connection with a particular index are disrupted, the relevant member of the Group may decide to terminate calculations in relation to such index sooner than another index sponsor would in comparable circumstances. Such a termination may trigger the cancellation of the Warrants.

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

4.3.3 Conflicts of interest in connection with indices

The composition of certain indices to which the Warrants are linked, and the methodologies used in relation to these indices, may be determined and selected by Société Générale or any of its affiliates. When selecting these methodologies, one can expect Société Générale or its concerned affiliate to take into account their own objectives and interests and/or those of the Group, and no guarantee can be given that the selected methodologies will not be less favourable to the interests of the investors than the methodologies used by other index sponsors in similar circumstances.

If the hedging activities of Société Générale or one of its affiliates are impaired in relation to a specific index, Société Générale or its concerned affiliate may decide to terminate the calculation of such index, sooner than another index sponsor would in similar circumstances. Such termination could be considered as an event triggering the cancellation of the Warrants.

4.3.4 No endorsement of the Warrants by the Index Sponsor

Where Warrants are linked to an index or indices, the sponsor(s) of that index or indices (each a **Sponsor**) will not make any warranty or representation whatsoever, express or implied, either as to the results to be obtained as to the use of the index or indices or the figure(s) at which the index or indices

stand at any particular day or otherwise. The relevant index or indices will be compiled and calculated solely by the Sponsor(s). However, the Sponsor(s) will not be liable to any person for any error in any index and the Sponsor(s) shall not be under any obligation to advise any person, including a purchaser or vendor of the Warrants, of any error therein.

In addition, the Sponsor(s) will give no assurance regarding any modification or change in any methodology used in calculating any index and are under no obligation to continue the calculation, publication and dissemination of any index.

4.4 Risks relating to Share Linked Warrants, Depositary Receipts Linked Warrants and Dividend Linked Warrants

4.4.1 *No beneficial interest in the underlying shares*

A holder of the Warrants will not be a beneficial owner of the underlying shares or the depositary receipts (or any right in respect of their respective dividends or similar distributions) and therefore will not be entitled to receive any dividends or similar amounts paid on the underlying shares or depositary receipts, nor will a Warrantholder be entitled to purchase the underlying shares or depositary receipts (or any right in respect of their respective dividends or similar distributions) by virtue of its ownership of the Warrants. Moreover, holders of the Warrants will not be entitled to any voting rights or other control rights that holders of the underlying shares or depositary receipts may have with respect to the issuer of such underlying shares or depositary receipts. The Settlement Amount and other Relevant Amounts as the case may be, may not reflect the payment of any dividends on the underlying shares or depositary receipts. Accordingly, the return on the Warrants may not reflect the return which could be realised with the reception of dividends, if any, paid on those securities to the owner of the underlying shares or depositary receipts (or any right in respect of their respective dividends or similar distributions). Therefore, the yield to maturity based on the methodology for calculating the Settlement Amount and other Relevant Amounts may not be the same yield as would be produced if the underlying shares or depositary receipts (or any right in respect of their respective dividends or similar distributions) were purchased directly and held for a similar period.

4.4.2 *Limited antidilution protection*

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

4.4.3 *Risks related to Dividend Linked Warrants*

Prospective investors in Dividend Linked Warrants should be aware that, depending on the specific terms and conditions of the relevant Dividend Linked Warrants, (i) they might only receive a limited payments or no payments at all, (ii) payments could occur at a time other than that stipulated, (iii) they could lose all or a substantial part of their investment.

In addition, dividend levels can be subject to significant fluctuations which bear no relation to fluctuations in interest rates, currencies or other indices, and the timing of such variations can impact the real yield realised by investors, even in cases where the average level is in accordance with expectations.

In general, the earlier the change in the dividend amount or the amount resulting from a formula occurs, the greater the impact on yield. The market price of such Warrants can be volatile and might depend on the length of the residual maturity and the volatility of the dividend amounts.

4.4.4 *Risks arising from conduct of issuers of shares*

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

4.5 *Risks relating to Fund Linked Warrants*¹

The fund units used as underlying assets of the Warrants may be issued by hedge funds or mutual funds (hereafter the underlying funds).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Market volatility may produce significant losses on the fund units.

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

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

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

The potential for a fund manager to earn performance-based compensation (including a manager that is affiliated with Société Générale) may encourage such fund manager to trade in a more speculative manner than it otherwise would. Therefore, because the incentive compensation of the fund's managers and/or investment advisors to hedge funds is often directly influenced by the performance of such funds, each fund manager may consequently have an incentive to take greater risks when making investments that may result in greater profits. By taking greater risks when making investments consequently there is greater scope for significant losses. In addition, the fund managers and/or the investment advisors may receive management, advisory or performance fees even though the fund has not realised any gains.

4.5.6 Fund managers' investments are not verified

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

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

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

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

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

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

Investment in Fund Linked Warrants is linked to the performance of underlying fund(s) and such performance will depend to a considerable extent on the performance of the fund's managers and/or investment advisors of the fund(s). None of the Issuer, or Société Générale as Guarantor or as Calculation Agent under the Warrants, or members of the Group are in a position to protect the Warrantholders against fraud and misrepresentation by unaffiliated fund managers or the investment advisors. Investors should understand that they could be materially adversely affected by any such acts. Warrantholders do not have and are not entitled to any beneficial interests in the underlying fund(s) and as such, have no recourse against the underlying fund(s), any investment advisor or manager either contractually or statutorily. In addition, the fund managers and/or the investment advisors may be removed or replaced, the allocation of assets may vary from time to time and the various positions of the investments of the underlying fund(s) may be economically offsetting, all of which may affect the performance of the underlying fund(s).

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

4.5.8 Fees, deductions and charges will reduce the Settlement Amount and other Relevant Amounts

Fund fees may be deducted from the net asset value of the fund, reducing the value of the fund units. Accordingly, to the extent that the Settlement Amount or other Relevant Amount is linked to the net asset value of a fund, such amount may be less than it would have been absent these fees, deductions and charges, Société Générale or any of its affiliates may be the beneficiary of such fees or obtain rebate on such fees from third parties.

4.5.9 Net Asset Value

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

4.5.10 The illiquidity of the underlying fund's investments or the occurrence of certain extraordinary events may cause the determination of the Settlement Amount and other Relevant Amounts to be delayed and the payment of amounts due by the relevant Issuer under the Warrants to be reduced or delayed

The Settlement Amount and other Relevant Amounts in respect of Fund Linked Warrants may be based on the redemption proceeds that would be paid in cash by the underlying fund to a hypothetical investor as a result of a valid and timely notice for redemption given by such hypothetical investor with effect as of the relevant valuation date. To meet a redemption request, the underlying fund would likely sell its own assets but such investments may not be readily saleable on or shortly after the valuation date for various reasons, including, but not limited to:

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

In these situations, (i) the payment of any amounts due by the relevant Issuer under the Warrants, may be postponed by the Calculation Agent too soon after the date on which the underlying fund pays all the redemption proceeds in respect of a valid and timely redemption order given after the occurrence of an event described above or to the settlement date of the Warrants and/or (ii) the payment of any amounts due by the relevant Issuer under the Warrants will occur on the basis of the redemption proceeds paid by the underlying fund in respect of a valid and timely redemption order given after the occurrence an

event described above. If the redemption proceeds have not been paid by the underlying fund on the settlement date of the Warrants, the payment of any amounts due by the relevant Issuer under the Warrants may be postponed after the settlement date up to a maximum period of two years. If at the expiry of this two-year period, the underlying fund has not paid in full the redemption proceeds, the Settlement Amount or other Relevant Amount may be determined by the Calculation Agent on the basis of what has actually been paid by the underlying fund. The amount received by the investors in the Warrants may be as low as zero.

If certain extraordinary events occur affecting an underlying fund, such as but without limitation the insolvency, nationalisation or merger of the underlying fund, a resignation or termination or replacement of the administrator, custodian, investment adviser or manager of the fund, or a breach by the underlying fund of its investment strategy, the Calculation Agent may decide to terminate soon after the occurrence of such extraordinary event, the exposure of the Warrants to the underlying fund and pay any amounts due by the relevant Issuer under the Warrants at the Settlement Date of the Warrants on the basis of the redemption proceeds paid by the underlying fund in the liquidation of the exposure to such underlying fund. If the underlying fund is also subject to liquidity problems as described above, the postponement of the payment of any amounts due by the relevant Issuer under the Warrants up to a maximum period of two years may also apply.

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

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

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

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

4.5.13 *Additional investments in the fund may adversely affect the value of the fund units*

The relevant Issuer may issue additional Issue of Warrants that are fungible with the Warrants, or other Warrants or instruments that, while not fungible with the Warrants, may be linked to an index with a component which has the underlying funds as the reference asset. If such Warrants are issued, Société Générale is likely to make additional investments in the underlying funds to hedge exposure incurred in connection with such transactions related to such Warrants. Any such investment in the underlying

funds could adversely affect the performance of the fund units, which could adversely affect the trading value of the Warrants and the Settlement Amount and other Relevant Amounts.

4.6 Risks relating to Commodity Linked Warrants

On exercise of Commodity Linked Warrants, the Issuer's obligations to Warrantholders may be satisfied by the relevant Issuer at their par value and/or by the physical delivery of the underlying assets and/or by payment of an amount determined by reference to the value of the underlying commodity(ies) or commodity index(indices). Accordingly, an investment in Commodity Linked Warrants may bear similar market risks to a direct exposure to the relevant commodities or commodity indices and investors should take advice accordingly. The value of the commodity(ies) or commodity index(indices) underlying a Warrant may vary over time and may increase or decrease by reference to a variety of factors which may include global supply and demand of commodities to which the Warrants refer, production and selling activities of the respective commodities by producers, central banks and international organisations, demand for end-products based on the respective commodity, net investment demand and industrial demand.

4.7 Risks relating to Credit Linked Warrants

In the event of the occurrence of certain circumstances (which may include, amongst other things, Bankruptcy, Failure to Pay, Obligation Acceleration, Obligation Default, Governmental Intervention, Repudiation/Moratorium or Restructuring) in relation to a Reference Entity or, with respect to Basket Warrants and Tranche Warrants, Reference Entities, in each case as specified in the applicable Final Terms, the obligation of the relevant Issuer to pay or deliver, as the case may be, the Settlement Amount following exercise of the Warrants may be replaced by (i) an obligation to pay other amounts which are equal to either certain fixed amount(s) as specified in the applicable Final Terms or amounts calculated by reference to the value of the underlying asset(s) (which may, in each case, be less than the par value of the Warrants at the relevant time) and/or (ii) an obligation to deliver the underlying asset(s) and/or an obligation to deliver a different asset.

Accordingly, Warrantholders may be exposed as of the First Credit Event Occurrence Date mentioned in the applicable Final Terms (which may be earlier than the date of their decision to invest in the Warrants or the Issue Date) to the full extent of their investment in the Credit Linked Warrants to fluctuations in the creditworthiness of the Reference Entities. Their exposure to the Reference Entities may be leveraged by their investment in the Warrants compared to a direct investment in the obligations of such Reference Entities.

In respect of Basket Warrants, the greater the number of Reference Entities subject to a Credit Event, the lower the Credit Event Payment Amount will be.

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

4.7.1 Unwind Costs

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

4.7.2 Increased risk in respect of First-to-Default Warrants and Tranche Warrants

First-to-Default Warrants or Tranche Warrants create leveraged exposure to the credit risk of Reference Entities as the investors can lose a significant part or the totality of their investment (i) in the case of Tranche Warrants even if all the Reference Entities in the Reference Portfolio have not been subject to a Credit Event since Tranche Warrants provide exposure to a Reference Portfolio whose size is greater than the size of their investment and therefore their investment can be reduced to zero without the whole Reference Portfolio being subject to a Credit Event and (ii) in the case of First-to-Default Warrants, as soon as only one single Reference Entity has been subject to a Credit Event.

4.7.3 Concentration risk

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

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

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

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

The Calculation Agent will determine, in its sole and absolute discretion, the occurrence or not of a Credit Event in respect of any of the Reference Entities, provided certain other conditions described in the Additional Terms and Conditions for Credit Linked Warrants are satisfied. Such determination by the Calculation Agent, which is under no obligation to act in the interest of the Warrantholders, will (in the absence of manifest error) be final and binding on the Warrantholders. Moreover, the Calculation Agent has sole and absolute discretion to decide whether to give notice or not that a Credit Event has occurred with respect to any Reference Entity. The Calculation Agent is not bound to follow or act in accordance with any determination of the relevant Credit Derivatives Determinations Committee. If the Calculation Agent chooses to rely on the determinations of the relevant Credit Derivatives Determinations Committee it may do so without liability. A Warrantholder may disagree with Publicly Available Information contained in the Credit Event Notice delivered by or on behalf of the Issuer to the relevant Clearing System for the Warrantholders' information, but will nevertheless be bound by that determination under the terms of the Warrants.

4.7.5 Valuation and settlement in case of Credit Event

Under the terms of the Warrants, where Société Générale acts as Calculation Agent, it may, for the purposes of determining the Credit Event Payment Amount under the Quotation Dealers Method or the Credit Linked Physical Delivery Amount following one or more Credit Event(s), select obligations with the lowest price of any obligations which meet the relevant criteria. In making such selection, the Calculation Agent will not be liable to account to the Warrantholders, or any other person for any profit or other benefit to it or any of its affiliates which may result directly or indirectly from such selection.

Under the Warrants, the Final Value is one of the factors in the determination of the Credit Event Payment Amount payable in respect of the Warrants on the relevant Settlement Date in addition to Unwind Costs.

4.7.6 Floating recovery

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

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

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

4.7.7 Fixed Recovery

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

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

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

from referring to the recovery value determined by reference to prices quoted by market participants in relation to any such Reference Entity.

If the Fixed Recovery is equal to one hundred per cent, the Warrants may be settled later than the scheduled Settlement Date.

4.7.8 Deferral of valuation and/or payments

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

4.7.9 Adjustment – Early termination

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

- following the occurrence of certain events affecting any Reference Entity(ies) or any Hedge Positions entered into or to be entered into by the Issuer or member of the Group (as more fully described in the Additional Terms and Conditions for Credit Linked Warrants), the Calculation Agent may determine, in good faith, the appropriate adjustment(s), if any, to be made to any of the terms of the Terms and Conditions and/or the applicable Final Terms to account for that event and determine the effective date of that adjustment. Such adjustments may in certain circumstances include the selection by the Calculation Agent of a replacement Reference Entity which would not otherwise be a successor to the affected Reference Entity but which nevertheless meets certain requirements as to rating and/or credit risk and/or geographic criteria. Such adjustment may have an adverse effect on the Settlement Amount, the value and liquidity of the affected Credit Linked Warrants; or
- following the occurrence of certain events affecting the Hedge Positions entered into or to be entered into by the Issuer or member of the Group (as more fully described in the Additional Terms and Conditions for Credit Linked Warrants), the Issuer may terminate the Warrants at their Market Value. Following such termination, an investor may not be able to reinvest the amount received, if any on equivalent terms.

4.7.10 Conflicts of interest – ISDA Credit Derivatives Determination Committee

As market participant, any member of the Group can submit questions to the ISDA Credit Derivatives Determinations Committee.

Members of the Group could potentially act as Designated Global Dealer Voting Member, Designated Regional Dealer Voting Member, Designated Global Dealer Consultative Member or Designated Regional Dealer Consultative Member (as defined pursuant to the 2016 ISDA Credit Derivatives Determinations Committees Rules or any subsequent ISDA Credit Derivatives Determinations Committees Rules) at the ISDA Credit Derivatives Determinations Committee, as the case may be, and an internal procedure is in place in order to prevent as much as possible conflicts of interest resulting from these roles.

Should a member of the Group become a Designated Global Dealer Voting Member or a Designated Regional Dealer Voting Member at the ISDA Credit Derivatives Determinations Committee; it may have a conflict of interest to the extent that they participate in any of the ISDA Credit Derivatives Determinations Committee.

In such a role, in relation to any Succession Event or Credit Event or Transaction Auction Settlement Terms, it can (i) accept or refuse that a question raised by a market participant be submitted to the ISDA Credit Derivatives Determinations Committee and/or (ii) vote in favour or against any resolution of the ISDA Credit Derivatives Determinations Committee following any questions raised to the ISDA Credit Derivatives Determinations Committee. Any such conflict of interest may potentially have a negative impact on the Credit Event Payment Amount to be received by the Warrantholders.

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

4.7.11 Credit Rating

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

4.7.12 Warning regarding CDS Spread

For products linked to a CDS Spread, Société Générale as Calculation Agent may, for the purposes of determining such CDS Spread, select dealers in its sole discretion to obtain quotations. In making such selection, the Calculation Agent will not be liable to account to the Warrantholders, or any other person for any profit or other benefit to it or any of its Group which may result directly or indirectly from such selection.

4.7.13 Amendment to Additional Terms and Conditions for Credit Linked Warrants

The Additional Terms and Conditions for Credit Linked Warrants provide that the Calculation Agent may, acting in good faith and in a commercially reasonable manner, from time to time amend any provision of the Additional Terms and Conditions for Credit Linked Warrants and/or the applicable Final Terms (i) to incorporate and/or reflect and/or take account of (x) further or alternative documents or protocols from time to time published by ISDA with respect to credit derivative transactions which may, without limitation, relate to one or more Reference Entities or Reference Entity types and/or the settlement of credit derivative transactions and/or (y) the operation or application of determinations by any Credit Derivatives Determinations Committee and/or (ii) in any manner which the Calculation Agent, acting in good faith and in a commercially reasonable manner, determines is necessary or desirable (including from the perspective of Société Générale or any of its Affiliates) to reflect or account for market practice for credit derivatives transactions and/or to eliminate or account for any provisions of the Hedge Positions with the aim of ensuring no mismatch or discrepancy between rights and obligations under the Hedge Positions and under the Warrants. Such amendments may include, without limitation, varying any date or timing or procedures provided for in the Additional Terms and Conditions for Credit Linked Warrants and/or the applicable Final Terms and any such amendments may have an adverse effect on

the value of the Warrants. PROVIDED THAT, subject as set out below, such amendments may not include changes to the currency of the Warrants, the Settlement Amount payable on the Warrants or the Exercise Date of the Warrants.

In the event that such amendments lead to a revised Reference Entity then a Credit Event may be triggered on such revised Reference Entity and the consequential provisions of the Additional Terms and Conditions for Credit Linked Warrants will apply in the usual manner.

4.8 Risks relating to Bond Linked Warrants

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

In the event of the occurrence of certain circumstances (which may include, amongst other things, Bond Default, Bond Acceleration Bond Failure to Pay, Bond Early Redemption, Bond Governmental Intervention, Bond Issuer ISDA Event or Bond Restructuring) in relation to a Bond or, with respect to Basket Bond Linked Warrants, Bonds, in each case as specified in the applicable Final Terms, the obligation of the relevant Issuer in respect of the Settlement Amount may be replaced by an obligation to pay other amounts which are equal to either certain fixed amount(s) as specified in the applicable Final Terms or amounts calculated by reference to the value of the underlying asset(s).

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

In respect of Basket Bond Linked Warrants, the greater the number of Bonds subject to a Bond Event, the lower the amount received on settlement of the Warrants will be.

4.8.1 Concentration Risk

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

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

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

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

4.8.3 Valuation and settlement in case of Bond Event

Under the Warrants, the Bond Final Value is one of the factors in the determination of the Settlement Amount of the Warrants.

4.8.4 Floating recovery

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

The coupon payable on the Bonds is a factor in the price. If it is not possible to obtain full or partial quotations from Quotation Dealers for the Bonds within the further periods described in the Additional Terms and Conditions for Bond Linked Warrants, the Bond Final Value of these Bonds could be deemed to be as low as zero and therefore the amount payable on settlement of the Warrants will be equal to zero. Furthermore factors affecting the Quotations Dealers may have a negative impact on the quotations obtained from Quotation Dealers (which may be lower than the value of the relevant obligations) and may as a result adversely affect the amount payable on settlement of the Warrants. Amounts payable on settlement of the Warrants may be equal to zero if it is not possible to obtain quotations from Quotation Dealers for the Bonds.

In addition, the period between the Bond Event Determination Date and the First Quotation Day may amount to as many as 20 (or such other number as specified in the related Final Terms of the Warrants) Business Days following the Bond Event Determination Date. The Additional Terms and Conditions for Bond Linked Warrants specify that a Bond Event Determination Date may occur with no maximum delay following the occurrence of a Bond Event.

Consequently, investors' attention is drawn to the fact that no or a reduced amount payable on settlement is due under the Bond Linked Warrants and settlement (whether American Settlement or European Settlement is specified in the related Final Terms), may occur several months or years after the relevant Bond Event and on a date which may be later than the scheduled Settlement Date of the Warrants.

4.8.5 Fixed Recovery

Where Fixed Recovery is specified in the related Final Terms, the Additional Terms and Conditions for Bond Linked Warrants provide that the Bond Final Value of a Bond in respect of which a Bond Event Determination Date has occurred will be equal to the fixed percentage specified in the related Final Terms (including in particular where such fixed percentage is equal to zero).

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

Warrantholders will not benefit from any recovery value determined by reference to prices quoted by market participants in respect of such Bonds and are therefore exposed to the risk that the loss resulting

from such fixed percentage may be significantly greater than the loss which would have resulted from referring to the recovery value determined by reference to prices quoted by market participants in relation to any such Bond.

4.8.6 Breakage Cost Amount

If the Breakage Cost Amount option is specified as applicable in the related Final Terms and a Bond Event Determination Date occurs in respect of a Bond, Warrantholders are exposed to the mark-to-market variation between the First Bond Event Occurrence Date and the Bond Final Value Determination Date of (i) a repurchase transaction (if any) with the Bond as underlying asset (whose purpose is to refinance the relevant Bond and (ii) a repurchase transaction (if any) with the Collateral Assets as underlying asset (whose purpose is to refinance the relevant Collateral Assets). As a consequence, the Settlement Amount may be reduced, potentially down to zero.

4.8.7 Deferral of valuation and/or payments

In certain circumstances including but not limited to Unsettled Bond Events (i) the timing of valuation of the Warrants may be deferred and as a result the Settlement Amount may be adversely affected and (ii) the Settlement Amount on exercise of the Warrants may be deferred without compensation to the Warrantholders.

4.8.8 Adjustment – Early termination

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

- (i) following the occurrence of certain events affecting any Bond(s) or any Hedge Positions entered into or to be entered into by the Issuer or any member of the Group (as more fully described in the Additional Terms and Conditions for Bond Linked Warrants), the Calculation Agent may determine in good faith the appropriate adjustment(s), if any, to be made to any of the terms of the Terms and Conditions and/or the applicable Final Terms to account for that event and determine the effective date of that adjustment. Such adjustment may have an adverse effect on the Settlement Amount and the value and liquidity of the affected Bond Linked Warrants; or
- (ii) following the occurrence of certain events affecting the Hedge Positions entered into or to be entered into by the Issuer or any member of the Group (as more fully described in the Additional Terms and Conditions for Bond Linked Warrants), the Issuer may terminate the Warrants early at their Market Value. Following such termination, an investor may not be able to reinvest the proceeds on equivalent terms.

4.8.9 Conflicts of interest

The Warrantholders are informed that each of the Issuers and the Dealers (and the other members of the Group) may from time to time hold obligations of the Bond Issuers. The rights and obligations of the Issuer under the Warrants or any loss suffered by the Warrantholders under the Warrants are both irrespective of whether the Issuer has a credit exposure to a Bond or has suffered any loss in relation to a Bond.

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

4.8.10 Credit Rating

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

4.8.11 Ranking of the Bonds

Investors should consider and conduct their own investigation and analysis with respect to the ranking of the Bonds and be aware that a specific ranking may mean that the obligations of the Bond Issuer and/or as the case may be the Bond Guarantor, will rank junior in priority of payment to unsubordinated creditors, to holders of subordinated obligations expressed by their terms to rank in priority to the Bonds and/or to creditors preferred by mandatory and/or overriding provisions of law. In the event of incomplete payment to creditors that rank senior to the ranking of the Bonds, the obligations of the Bond Issuer and/or the Bond Guarantor, as the case may be, in connection with the Bonds may be terminated. The ranking of the Bonds may accordingly increase the credit risk on the Bond Issuer and/or the Bond Guarantor as the case may be and as a result may increase the likelihood of the occurrence of a Bond Event(s).

4.9 Risks relating to Physical Delivery Warrants

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

In the case of Non-exempt Offer of Warrants:

- (i) no share in Société Générale or the Group will be delivered (if a share in Société Générale or the Group should be delivered, such share will be replaced by, in due proportion, an equivalent amount in cash.
- (ii) no Fund Unit in respect of any underlying fund which is hedge fund will be delivered to retail investors.

4.10 Risks relating to Non Equity Security Linked Warrants

Prospective investors in Non Equity Security Linked Warrants should be aware that, depending on the specific terms and conditions of the relevant Non Equity Security Linked Warrants, (i) payments in respect of the Warrants may be limited and in some cases no amounts may be payable, (ii) payments in

respect of the Warrants could occur at a time other than that stipulated, (iii) they could lose all or a substantial part of their investment.

Investors should be aware that in the event of the occurrence of certain circumstances during the term of the Warrants (which may include, amongst other things, material or substantial modifications of any of the conditions of any of the underlying Non Equity Securities or any event or any change affecting any of the Non Equity Securities as specified in the applicable Final Terms) and which is likely to have a significant effect on the value of the affected Non Equity Security, then, the Calculation Agent may substitute the affected Non Equity Security or may trigger the early expiration of the Warrants.

4.11 Risks relating to Preference Share Linked Warrants

The relevant Issuer may issue Preference Share Linked Warrants where the amount payable on settlement is determined by reference to the changes in the value of the preference shares (**Preference Shares**) issued by Mapleis Limited (the **Preference Share Issuer**), which may fluctuate up or down depending on the performance of the relevant underlying(s) or basis of reference to which the Preference Shares are linked (the **Preference Share Underlying**) as set out in the Private Placement Memorandum of the Preference Shares (see "Description of the Preference Share Issuer and the Preference Shares" for details). If, as a result of the performance of the Preference Share Underlying, the performance of the Preference Shares is negative, the value of the Preference Share Linked Warrants will be adversely affected. Purchasers of Preference Share Linked Warrants risk losing all or a part of their investment if the value of the Preference Shares falls.

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

Preference Share Linked Warrants will be subject to early expiration if (i) an Early Expiration Event occurs, or (ii) if Expiration at the Option of the Issuer is set as Applicable in the Final Terms and the Issuer gives notice to the Warrantholders that it will redeem the Warrants. In these circumstances the Issuer may elect to declare that the Warrants will expire early at the (i) Early Termination Settlement Amount or (ii) the Optional Termination Settlement Amount (as applicable). Any of such settlement amount may be less (and in certain circumstances, significantly less) than investors' initial investment.

The basis and rate of taxation in respect of Preference Share Linked Warrants and reliefs depend on each investor's individual circumstances and could change at any time. This could have a negative impact on the return of the Preference Share Linked Warrants. Prospective investors should seek their own independent tax advice as to the possible tax treatment of redemption payments (such term including early or final redemption) received on Preference Share Linked Warrants prior to investing.

4.11.1 Exposure to the Preference Share Underlying

The Preference Share Underlying may include, but will not be limited to, equity, debt or derivative securities, indices, investments, funds, exchange traded funds, commodities, credit, baskets of securities or indices, currencies, portfolios and trading strategies as may be determined by the Preference Share Issuer and specified in the Private Placement Memorandum of the relevant issue of Preference Shares. The composition of the relevant Preference Share Underlying(s) may be designed to change over time as a result of performance or other factors.

Consequently prospective investors should also consider the risk factors in respect of the risks involved in investing in Warrants (in this case the Preference Shares) linked to certain underlying reference asset(s).

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

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

4.11.2 Credit risk of the Preference Share Issuer

Preference Share Linked Warrants are linked to the performance of the relevant Preference Shares. Investors bear the risk of an investment in the Preference Share Issuer (which does not have a credit rating). The value of the Preference Share Linked Warrants is dependent on the value of the Preference Shares, which will depend in part on the creditworthiness of the Preference Share Issuer, which may vary over the term of the Preference Share Linked Warrants.

4.11.3 Potential conflicts of interest

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

In addition to providing calculation agency services to the Preference Share Issuer, Société Générale or any member of the Group may perform further or alternative roles relating to the Preference Share Issuer and any issue of Preference Shares including, but not limited to, being involved in arrangements relating to any Preference Share Underlying (for example as calculation agent). Further, Société Générale or any member of the Group (including the Issuers) may contract with the Preference Share Issuer and/or enter into transactions, including hedging transactions, which relate to the Preference Share Issuer, the Preference Shares or any Preference Share Underlying and as a result Société Générale may face a conflict between its obligations as Preference Share Calculation Agent and its and/or its affiliates' interests in other capacities.

4.11.4 Determination of Extraordinary Events and Additional Disruption Events

The Calculation Agent may determine the occurrence of an Extraordinary Event, or Additional Disruption Event in relation to the Preference Share Linked Warrants. Upon such determination, the relevant Issuer may, at its option terminate early the Preference Share Linked Warrants in whole at the Early Termination Settlement Amount which may be less than the amount invested in the Preference Share Linked Warrants or which is expected to be received on exercise of the Warrants. Warrantholders will not benefit from any appreciation of the Preference Shares that may occur following such termination.

4.12 Risks relating to Warrant Linked Warrants

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

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

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

4.12.1 Exposure to the Warrant Underlying

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

Consequently prospective investors should also consider the risk factors in respect of the risks involved in investing in Warrants (in this case the Warrants) linked to certain underlying reference asset(s).

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

4.12.2 Credit risk of the issuer of the Warrants

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

4.12.3 Determination of Extraordinary Events and Additional Disruption Events

The Calculation Agent may determine the occurrence of a Warrant Termination Event or Additional Disruption Event in relation to the Warrant Linked Warrants. Upon such determination, the relevant Issuer may, at its option terminate the Warrant Linked Warrants in whole at the Early Termination Settlement Amount, which may be less than the amount invested in the Warrant Linked Warrants or which is expected to be received on exercise thereof. Warrantholders will not benefit from any appreciation of the Warrants that may occur following such termination.

4.12.4 No ownership rights

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

4.13 Risks relating to Foreign Exchange Rate Linked Warrants

4.13.1 Factors affecting the performance of the relevant Foreign Exchange Rate may adversely affect the value of the Warrants

The performance of Foreign Exchange Rates, currency units or units of account are dependent upon the supply and demand for currencies in the international foreign exchange markets, which are subject to economic factors, including inflation rates in the countries concerned, interest rate differences between the respective countries, economic forecasts, international political factors, fiscal and monetary policy, government debt, currency convertibility and safety of making financial investments in the currency concerned, speculation and intervening measures taken by governments and central banks. Such measures include, without limitation, imposition of regulatory controls or taxes, issuance of a new currency to replace an existing currency, alteration of the exchange rate or exchange characteristics by devaluation or revaluation of a currency or imposition of exchange controls with respect to the exchange or transfer of a specified currency that would affect exchange rates as well as the availability of a specified currency. Any such measures could have a negative impact on the value of a Foreign Exchange Rate and consequently the value of the Warrants.

4.13.2 Currency exchange risks are heightened in the current climate of financial uncertainty

Currency exchange risks can be expected to heighten in periods of financial turmoil. In periods of financial turmoil, capital can move quickly out of regions that are perceived to be more vulnerable to the effects of the crisis with sudden and severely adverse consequences to the currencies of those regions as a result. In addition, governments around the world have recently made, and may be expected to continue to make, very significant interventions in their economies, and sometimes directly in their currencies. It is not possible to predict the effect of any future legal or regulatory action relating to a currency. Further interventions, other government actions or suspensions of actions, as well as other changes in government economic policy or other financial or economic events affecting the currency markets - including the replacement of entire currencies with new currencies - may cause Foreign Exchange Rates to fluctuate sharply in the future, which could have a negative impact on the value of the Warrants.

4.14 Risks relating to Warrants linked to an exchange traded fund

4.14.1 Where the underlying asset is an exchange traded fund, there is a risk that such exchange traded fund will not accurately track its underlying share or index

Where the Warrants are linked to an exchange traded fund (an "ETF") and the investment objective of such ETF is to track the performance of a share or an index, the investors of such Warrants are exposed to the performance of such ETF rather than the underlying share or index such ETF tracks. For certain reasons, including to comply with certain tax and regulatory constraints, an ETF may not be able to track or replicate the constituent securities of the underlying share or index, which could give rise to a difference between the performance of the underlying share or index and such ETF. Accordingly, investors who purchase Warrants that are linked to an ETF may receive a lower return than if such investors had invested in the share or the index underlying such ETF directly.

4.14.2 *Action or non-performance by the management company, fund administrator or sponsor of an ETF may adversely affect the Warrants*

The management company, fund administrator or sponsor of an ETF will have no involvement in the offer and sale of the Warrants and will have no obligation to any purchaser of such Warrants. The management company, fund administrator or sponsor of an ETF may take any actions in respect of such ETF without regard to the interests of the purchasers of the Warrants, and any of these actions could adversely affect the market value of the Warrants. In its day-to-day operations and its investment strategy, an ETF will rely on the fund advisor, the investment advisor, the management company and/or on third parties providing services such as safekeeping of assets or acting as counterparty to derivatives or other instruments used by such ETF to employ its investment strategy. The insolvency or non-performance of services of any such persons or institutions may expose an ETF to financial loss. Failure of procedures or systems, as well as human error or external events associated with an ETF's management and/or administration may cause losses to an ETF and affect the market value of the Warrants.

4.14.3 *Exchange traded funds not actively managed*

When the investment objective of an ETF is to track the performance of an index or other asset, such ETF may be affected by general movements in market segments related to the index or other asset it is tracking. Such an ETF invests in instruments included in, or that are representative of, the index or other asset it is tracking regardless of their investment merits.

4.14.4 *Exchange traded funds may engage in securities lending*

Securities lending involves the risk that the ETF may lose money because the borrower of the ETF's loaned securities fails to return the securities in a timely manner or at all or at all or that insufficient collateral has been posted in respect of such securities lending transaction.

4.14.5 *Exchange traded funds are subject to market trading risks*

An ETF faces numerous market trading risks, including but not limited to the potential lack of an active market for its shares, losses from trading in secondary markets, periods of high volatility, limited liquidity and disruption in the creation or redemption process of such ETF. If any of these risks materialises, this may lead to the ETF shares trading at a premium or discount to the net asset value.

4.14.6 *Determination of Early Termination Events*

The Calculation Agent may determine the occurrence of an Early Termination Events in relation to the ETF Linked Warrants. Upon such determination, the relevant Issuer (or the Calculation Agent acting on its behalf) may, at its option early terminates only the ETF Linked Warrants in whole on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions, apply Monetisation until the Expiration Date, replace the ETF or substitute the affected ETF with a new ETF as the case may be. Warrant holders will not benefit from any appreciation of the ETF that may occur following such termination.

4.15 *Risks relating to Inflation Linked Warrants*

4.15.1 *The level of an Inflation Index may lag or otherwise not track the actual level of inflation in the relevant jurisdiction*

Inflation Indices may not correlate with other indices and may not correlate perfectly with the rate of inflation experienced by purchasers of the Inflation Linked Warrants in such jurisdiction. The value of the Inflation Linked Warrants which are linked to an Inflation Index may be based on a calculation made by reference to such Inflation Index for a month which is several months prior to the date of payment on the Inflation Linked Warrants and therefore could be substantially different from the level of inflation at the time of the payment on the Inflation Linked Warrants.

4.15.2 Exposure to certain events in relation to an Inflation Index and the discretion of the Issuer

Upon the occurrence of certain events in relation to an Inflation Index, e.g., the Inflation Index level has not been published or is discontinued or is corrected or such Inflation Index is rebased or materially modified, then, depending on the particular event, the Issuer (or the Calculation Agent on its behalf, where applicable) may determine the level, substitute the original Inflation Index, adjust the Terms and

Conditions of the Inflation Linked Warrants or terminate the Inflation Linked Warrants early. Any such event and consequent exercise of discretion by the Issuer may have an adverse effect on the value of the Inflation Linked Warrants.

4.16 Risks relating to ETP Linked Warrants

Each Issuer may issue ETP Linked Warrants where the amount payable or deliverable on the Settlement Date is determined by reference to the changes in the value of exchange traded products (being referred to as **ETPs**, and each an **ETP**) issued by the ETP Issuer. The value of the ETPs may fluctuate up or down depending on the performance of the relevant underlying(s) or basis of reference to which the ETPs are linked (the **ETP Underlying** as defined in 4.16.1) as set out in the terms and conditions of the ETPs (the **ETP Conditions**). The performance of the ETP Underlying may result in a negative performance of the ETP Linked Warrants.

Prospective investors in ETP Linked Warrants should conduct their own investigations and, in deciding whether or not to purchase the ETP Linked Warrants, prospective investors should form their own views of the merits of an investment related to the ETPs based upon such investigations and not in reliance on any information given in this document.

ETP Linked Warrants will be subject to early termination if an Early Termination Event occurs. In these circumstances the Issuer may terminate the Warrants early at, (i) in case Cash Settled Warrants, the Early Termination Settlement Amount or (ii), in the case of Physical Delivery Warrants, subject to payment of the Exercise Price divided, if applicable, by the Parity, at the Early Termination Physical Delivery Amount determined in accordance with Condition 4.12 of the English Law Warrants or Condition 4.7 of the French Law Warrants. The Early Termination Settlement Amount or the Early Termination Physical Delivery Amount may be less (and in certain circumstances, significantly less) than an investor's initial investment.

4.16.1 Exposure to the ETP Underlying

ETPs usually aim to track the performance of an underlying financial instrument or basket thereof which may include, without limitation, listed equities, commodities, interest rates, foreign exchange rates, debt instruments, derivatives or any index thereof (the **ETP Underlying**). In addition, when compared to exchange traded funds, exposure to ETPs may involve a higher level of leverage and/or short exposures and/or more concentrated exposures.

Prospective investors should also consider the risk factors in respect of the risks involved in investing in ETPs including, without limitation, risks relating to the ETP Underlying and to the underlying economics of the ETPs.

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

4.16.2 Risk that the ETP does not accurately track its underlyings performance.

Where the Warrants are linked to an ETP, Warrantholders are exposed to the performance of such ETP and not necessarily the performance of the ETP Underlying. In particular for some reasons, including ,

but not limited to, the liquidity of ETP units and/or market conditions and/or terms and conditions of the ETP and/or the creditworthiness of the issuer of the ETP, the market value of an ETP unit may deviate from the constitutive and governing documents, and other documents of the ETP. Accordingly, investors who purchase Warrants that are linked to an ETP may receive a different return than if such investors had directly invested into the ETP units or the ETP Underlyings.

4.16.3 *Action or non-performance by the ETP advisor, the sponsor of the ETP or the Calculation Agent that may adversely affect the Warrants*

The ETP advisor and/or the sponsor of the ETP will have no involvement in the offer and sale of the Warrants and will have no obligation to any purchaser of such Warrants. The ETP advisor and/or the sponsor of the ETP may take any actions in respect of such ETP without regard to the interests of the purchasers of the Warrants, and any of these actions could adversely affect the market value of the Warrants. In its day-to-day operations and its investment strategy, an ETP will rely on the ETP advisor, the sponsor of the ETP and the Calculation Agent. The insolvency or non-performance of services of any such persons or institutions may expose an ETP to lose value. Failure of procedures or systems, as well as human error or external events associated with an ETP's advisor, sponsor or Calculation Agent may reduce the value of the ETP and affect the market value of the Warrants.

4.16.4 *Credit risk of the issuer of the ETP*

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

4.16.5 *Potential conflicts of interest*

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

4.16.6 *Determination of Extraordinary Events*

The Calculation Agent may determine the occurrence of an Extraordinary Events in relation to the ETP Linked Warrants. Upon such determination, the Calculation Agent may, at its option, terminate only the ETP Linked Warrants in whole at the Early Termination Settlement Amount, which may be less than the amount invested in the ETP Linked Warrants or which is expected to be received on exercise thereof, apply Monetisation until the Expiration Date, replace the ETP or substitute the ETP with a New ETP, as the case may be.

4.16.7 *No ownership rights*

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

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

The relevant Issuer or its affiliates may carry out hedging activities related to the ETP Linked Warrants, including purchasing the ETPs and/or purchasing or entering into contracts relating to the ETP

Underlying, but will not be obliged to do so. Certain of the relevant Issuer's affiliates may also purchase and sell the Warrants and/or purchase and sell or enter into contracts relating to the ETP Underlying on a regular basis as part of their regular business. Any of these activities could adversely affect the value of the ETP Underlying and, accordingly, the value of the ETPs and the ETP Linked Warrants.

4.16.9 ETPs are subject to market trading risks

An ETP faces numerous market trading risks, including but not limited to the potential lack of an active market, losses from trading in secondary markets, periods of high volatility, limited liquidity and disruption in the creation or redemption process of such ETP (if any such mechanism exists). If any of these risks materialises, this may lead to the ETP trading at a premium or discount to its fair market value.

4.17 Risks relating to Reference Rate Linked Warrants

An investment in a Reference Rate will entail significant risks not associated with an investment in a conventional security. On settlement or exercise, as the case may be, of Warrants linked to a Reference Rate, Warrant holders will receive an amount (if any) determined by reference to the value of the underlying Reference Rate(s). In addition, the income received (if any) is highly dependent upon the value of the Reference Rate over the life of the investment. Total return may be less than anticipated if future interest rate or Reference Rate expectations are not met.

4.18 Risks relating to Future Linked Warrants

An investment in Future linked Warrants may bear similar market risks as a direct investment in the relevant future contract(s) and Prospective purchasers of the Warrants should take advice accordingly. The value of the future contract(s) underlying the Warrants may vary over time and may increase or decrease by reference to a variety of factors which include the factors affecting the Future Underlier as defined in the Additional Terms and Conditions for Future Linked Warrants.

Futures contracts have a predetermined Expiry Date as defined in the Additional Terms and Conditions for Future Linked Warrants. When Warrants are valued by reference to futures contracts that have an Expiry Date that does not correspond to the term of the Warrants, the Calculation Agent will roll the Future Contracts (the **Roll Adjustment**) which means that the future contracts that is the closest to expiration (the **Active Future Contract**) will be replaced before it expires by a future contract that has an Expiry Date later in the future (the **Next Active Future Contract**).

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

In addition to the effects of contango and backwardation, each "roll" may generate costs that will be taken by the Calculation Agent. These costs correspond to the expenses incurred in replacing the futures contract (transaction costs) and may have an adverse effect on the return of the Warrants.

Prospective purchasers of Warrants should be aware that in respect of Warrants on futures contract that are rolled, the potential negative impact on the value of the Warrant induced by the roll may lead to a performance of the Warrants lower than the performance that would have been generated by Warrants on the Future Underlier itself. Hence, Warrants on future contracts that are rolled may not be suitable for investors who intend to invest long term.

4.19 Risks relating to Portfolio Linked Warrants

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

4.19.1 Risk Factors relating to Portfolio Linked Warrants generally

Portfolio Linked Warrants provide exposure to a portfolio of different underlyings (the **Portfolio**). The Portfolio may include Equity Instruments, Commodity Instruments, Debt Instruments, Derivative Instruments and Market Data (the Portfolio Components), each as defined in Condition 1 of the Additional Terms and Conditions for Portfolio Linked Warrants. The value of the Portfolio Linked Warrants may fluctuate up or down depending on the performance of the Portfolio Components. Consequently, prospective investors, when considering investing in Portfolio Linked Warrants, should also consider the risk factors linked to the Portfolio Components.

The amount payable or the assets deliverable, as the case may be, in respect of Portfolio Linked Warrants will be affected by changes in the value of the different components in the Portfolio to which the relevant issue of Portfolio Linked Warrants relates. This value may be affected by (i) the economic, financial and political events in one or more jurisdictions, including the stock exchange(s) or quotation system(s) on which any component comprising the Portfolio may be traded, (ii) risks highlighted in section 4 of "Risk Factors" (*Risk factors relating to underlyings of Warrants*) relating to individual types of underlyings which are included in the relevant Portfolio and (iii) other factors set out elsewhere in "Risk Factors".

In addition there may be correlation between price movements of one component and the price movements of another component of the Portfolio that may have a negative impact on the value of the Portfolio. As such, the value of Portfolio Linked Warrants can therefore be volatile and this may result in Warrantholders losing all, or a substantial part, of their investment.

In addition, Portfolio Linked Warrants may be subject to a number of costs which would negatively impact the value of the Portfolio Linked Warrants.

4.19.2 Risk Factors relating to actively managed Portfolio Linked Warrants

The following risk factors relating to actively managed Portfolio Linked Warrants shall be read in conjunction with the risk factors mentioned in 4.19.1 above.

- Risks relating to the Weighting Advisor

The performance of actively managed Portfolio Linked Warrants depends on the ability, services and overall competence of the Weighting Advisor. Warrantholders should be aware that the performance of the Warrants will depend to a considerable extent on the ability of the Weighting Advisor to provide the optimal modification recommendations throughout the life of the Warrants as well as on the ability of the Issuer and of the Calculation Agent to implement the recommendations of the Weighting Advisor. Warrantholders should make their own independent appraisal of the ability, services and overall competence of the Weighting Advisor and should not rely on the Issuer or Société Générale in making this assessment. There can be no assurance that the Weighting Advisor will be able to provide such services or indeed be able to avoid negative performance.. Warrantholders should understand that they could be materially adversely affected by any such factors.

- Absence of link between the Weighting Advisor and the Issuer or the Calculation Agent

The Weighting Advisor is not an affiliate of the Group. And, even though the Issuer and the Calculation Agent have designated the Weighting Advisor in respect of the Portfolio Linked Warrants in the

Weighting Advisory Agreement, the Weighting Advisor shall act in the exclusive interest of the Warrantholders.

Neither the Issuer nor the Calculation Agent of the Portfolio Linked Warrants will interfere in the Weighting Advisor decisions and therefore, Warrantholders shall be aware that neither the Issuer nor the Calculation Agent will be responsible for any decision, Modification Proposals or other, made by the Weighting Advisor. Moreover, neither the Issuer nor the Calculation Agent will be in a position to protect the Warrantholders against fraud, negligence or misrepresentation from the Weighting Advisor

Warrantholders should refer to the Weighting Advisory Agreement for more information.

- Risk of conflict of interests between the Issuers, the Guarantor, the Calculation Agent and the Weighting Advisor

The Issuers, the Guarantor, the Calculation Agent or the Weighting Advisor, may engage in trading and other business activities relating to the Portfolio Components without regards to the Warrants and that are not for the Warrantholders' accounts or on behalf of the Warrantholders.

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

- Exposure to the Dynamic Portfolio

Warrantholders should be aware that the composition of the Dynamic Portfolio may change after the implementation of a Modification Proposal decided discretionary by the Weighting Advisor after the occurrence of one or more Modification Triggers and based on the Portfolio Eligibility Criteria specified in the relevant Final Terms.

In order to inform Warrantholders of the composition of the Portfolio, the changes granted by the Weighting Advisor regarding the Portfolio Components will be disclosed and available on the Portfolio Publication Website.

In addition, the terms of the Weighting Advisory Agreement stipulate that, should the Weighting Advisory Agreement be terminated for whatever reason, the Weighting Advisor shall be deemed to have served a notice requesting the removal of all components from the Portfolio, leaving a product with only a cash exposure in the Settlement Currency. Warrantholders should refer to the Weighting Advisory Agreement for more information.

5. GENERAL, MARKET AND OTHER RISKS

5.1. Risks related to Warrants generally

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

5.1.1 *Modification and risk relating to resolutions of Warrantholders*

The Terms and Conditions of the Warrants contain provisions for calling meetings of Warrantholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Warrantholders including Warrantholders who did not attend and vote at the relevant meeting and Warrantholders who voted in a manner contrary to the majority. As such, a Warrantholder is subject to the risk of being outvoted by a resolution of the required majority of the Warrantholders. Resolutions properly adopted are binding on all Warrantholders and as such certain rights of a Warrantholder against the Issuer under the Terms and Conditions may be amended or reduced or even cancelled notwithstanding that such Warrantholder did not support the relevant resolution of Warrantholders.

5.1.2 **French Insolvency Law**

Under French insolvency law, holders of debt securities are automatically grouped into a single assembly of holders (the **Assembly**) in order to defend their common interests if a safeguard procedure (*procédure de sauvegarde*), accelerated safeguard procedure (*procédure de sauvegarde accélérée*), accelerated financial safeguard procedure (*procédure de sauvegarde financière accélérée*), or a judicial reorganisation procedure (*procédure de redressement judiciaire*) is opened in France with respect to any one of the Issuers.

The Assembly comprises holders of all debt securities issued by the Issuers (including the Warrants), whether or not under a debt issuance programme and regardless of their governing law.

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

- increase the liabilities (*charges*) of holders of debt securities (including the Warrantholders) by rescheduling due payments and/or partially or totally writing off receivables in the form of debt securities;
- establish an unequal treatment between holders of debt securities (including the Warrantholders) as appropriate under the circumstances; and/or
- decide to convert debt securities (including the Warrants) into securities that give or may give right to share capital.

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

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

5.1.3 **Change of law**

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

5.1.4 **Legality of purchase**

None of the Issuer, the Agents or any of their respective affiliates has or assumes responsibility for the lawfulness of the acquisition of the Warrants by a prospective purchaser of the Warrants, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates (if different), or for compliance by that prospective purchaser with any law, regulation or regulatory policy applicable to it.

5.1.5 **Legal investment considerations may restrict certain investments**

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each prospective investor should consult its legal advisers to determine whether and to what extent (i) Warrants are legal investments for it, (ii) Warrants can be used as collateral for various types of borrowing and (iii) other restrictions apply to its purchase or pledge of

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

5.1.6 Taxation

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

5.1.7 Financial Transactions Tax (FTT)

On 14 February 2013, the European Commission published a proposal (the Commission's Proposal) for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia).

The FTT would be a tax primarily on "financial institutions" in relation to "financial transactions" (which would include the conclusion or modification of derivative contracts and the purchase and sale of financial instruments).

Under the current proposals, the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in Warrants where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating member state in a broad range of circumstances, including

(a) by transacting with a person established in a participating Member State or

(b) where the financial instrument which is subject to the financial transaction is issued in a participating member state.

The FTT proposal remains subject to negotiation between the participating member states described above and is subject of legal challenge. It may therefore be altered prior to any implementation, the timing of which is not fully certain. Additional EU Member States may also decide to participate. In a joint statement released on 8 December 2015, ten of the participating Member States (excluding Estonia) indicated their intention to settle the remaining open issues regarding the FTT by the end of June 2016.

Prospective holders of the Warrants are advised to seek their own professional advice in relation to the FTT.

5.1.8 Possible Consequences under the U.S. Foreign Account Tax Compliance Act

While the Warrants are cleared through Clearstream, Luxembourg, EUI, Euroclear, Euroclear Finland, Euroclear France, Euroclear Sweden, Iberclear, Verdipapirsentralen and VP Securities (together, the **Specified Clearing Systems**), in all but the most remote circumstances, it is not expected that the reporting regime and potential withholding tax imposed by sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (**FATCA**) will affect the amount of any payment received by the Specified Clearing Systems (see "Taxation – Other Jurisdictions – United States – Foreign Account Tax Compliance Act"). However, FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA withholding. It also may affect payment to any ultimate investor that is a financial institution that is not entitled to receive payments free of withholding

under FATCA, or an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA withholding. Investors should choose the custodians or intermediaries with care (to ensure each is compliant with FATCA or other laws or agreements related to FATCA) and provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make a payment free of FATCA withholding. Investors should consult their own tax adviser to obtain a more detailed explanation of FATCA and how FATCA may affect them. The Issuer's obligations under the Warrants are discharged once it has made payment to, or to the order of, the Specified Clearing Systems and the Issuer has therefore no responsibility for any amount thereafter transmitted through the Specified Clearing Systems and custodians or intermediaries. Further, foreign financial institutions in a jurisdiction which has entered into an intergovernmental agreement with the United States (an **IGA**) are generally not expected to be required to withhold under FATCA or an IGA (or any law implementing an IGA) from payments they make.

5.1.9 Hiring Incentives to Restore Employment Act withholding risk

The U.S. Hiring Incentives to Restore Employment Act (the **HIRE Act**) imposes a 30 per cent. withholding tax on amounts attributable to U.S. source dividends that are paid or "deemed paid" under certain financial instruments if certain conditions are met. While significant aspects of the application of the relevant provisions of the HIRE Act to the Warrants are uncertain, if the Issuer or any withholding agent determines that withholding is required, neither the Issuer nor any withholding agent will be required to pay any additional amounts with respect to amounts so withheld. Prospective investors should refer to "*Taxation – Other Jurisdictions – United States*".

5.1.10 The Dodd-Frank Wall Street Reform and Consumer Protection Act

In the United States, passage of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank Act") in 2010 has led to significant structural reforms affecting the financial services industry, by addressing, among other issues, systemic risk oversight, bank capital standards, the orderly liquidation of failing systemically significant financial institutions, and over-the-counter derivatives. The Dodd-Frank Act also contains prohibitions, commonly called the "Volcker Rule," which broadly prohibits banking entities from proprietary trading and sponsoring or investing in hedge, private equity or similar funds, subject to a number of exceptions.

In particular, Title VII ("Title VII") of the Dodd-Frank Act establishes a comprehensive U.S. regulatory regime for a broad range of derivatives contracts (collectively referred to in this risk factor as "covered swaps"). Among other things, Title VII provides the CFTC and the SEC with jurisdiction and regulatory authority over many different types of derivatives, requires the establishment of a comprehensive registration and regulatory framework applicable to dealers in covered swap and other major market participants, requires the reporting of data on covered swaps, requires many types of covered swaps to be exchange-traded or executed on a swap execution facilities and centrally cleared, and contemplates the imposition of capital requirements and margin requirements for uncleared transactions in covered swaps.

Many of the key regulations implementing Title VII have recently become effective or are in final form. However, in some instances, the interpretation and potential impact of these regulations are not yet entirely clear. Additionally, not all of the regulations, particularly with respect to margining requirements for non-cleared covered swaps and requirements for security-based swaps more generally, have been finalised and made effective. Due to this uncertainty, a complete assessment of the exact effects of Title VII cannot be made at this time. Accordingly, there is no assurance that any swaps entered into by any Issuer would not be treated as covered swaps under the Dodd-Frank Act, nor is there assurance that any Issuer or the applicable swap counterparty would not be required to comply with additional regulation under the CEA or the Dodd-Frank Act..

In particular, any swaps entered into by any Issuer may include agreements that are regulated as covered swaps under Title VII, each of which may be subject to new clearing, execution, capital, margin posting, reporting and recordkeeping requirements under the Dodd-Frank Act that could result in additional regulatory burdens, costs and expenses (including extraordinary, non-recurring expenses of such Issuer). Such requirements may disrupt such Issuer's ability to hedge their exposure to various transactions, and may materially and adversely impact a transaction's value or the value of the Warrants. While the Dodd-Frank Act provides for the grandfathering of certain swaps, such grandfathering may not apply to the transactions entered into by such Issuer or may only apply to certain transactions. Additionally, no Issuer can be certain as to how these regulatory developments will impact the treatment of the Warrants.

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

In addition, the Dodd-Frank Act, amending the CEA, expanded the definition of a "commodity pool" to include any form of enterprise operated for the purpose of trading in commodity interests, including swaps. Each Issuer has imposed certain restrictions on sales in order to fall outside the scope of the CEA. However, if any Issuer were deemed to be a "commodity pool", then both the "commodity pool operator" and the "commodity trading advisor" of such Issuer would be required to register as such with the CFTC and the National Futures Association. While there remain certain limited exemptions from registration, it is unclear whether and to what extent any of these exemptions would be available to avoid registration with respect to such Issuer. In addition, if any Issuer were deemed to be a "commodity pool", it would have to comply with a number of reporting requirements that are designed to apply to traded commodity pools. It is presently unclear how such Issuer could comply with certain of these reporting requirements on an ongoing basis. Such registration and other requirements would involve material ongoing costs to such Issuer, thereby materially and adversely impacting a Warrant's value.

In addition, other regulatory bodies have proposed or may propose in the future regulations (such as MiFID II as regards to which see below) similar to those required by the Dodd-Frank Act or other regulations containing other restrictions that could adversely impact the liquidity of and increase costs of entering into derivatives transaction.

If these regulations are adopted and/or implemented or other regulations are adopted in the future, they could have an adverse impact on the return on and value of the Warrants. Furthermore, potential inconsistency between regulations issued by different regimes could lead to market fragmentation.

5.1.11 The European Market Infrastructure Regulation and Markets in Financial Instruments Regulation

European Regulation 648/2012, known as the European Market Infrastructure Regulation (**EMIR**) entered into force on 16 August 2012 and took direct effect in the member states of the European Union. Under EMIR certain over-the-counter (**OTC**) derivatives that are traded in the European Union by financial counterparties (**FCs**), such as investment firms, credit institutions and insurance companies, and certain non-financial counterparties (**NFCs**) have to be cleared (the **clearing obligation**) via an authorised central clearing counterparty (a **CCP**). In addition, EMIR requires the reporting of OTC derivative contracts to a trade repository (the **reporting obligation**) and introduces certain risk mitigation requirements in relation to OTC derivative contracts that are not cleared by a CCP.

Under EMIR, a CCP will be used to meet the clearing obligation by interposing itself between the counterparties to the eligible derivative contracts. CCPs will connect with derivative counterparties through their clearing members. Each derivative counterparty which is required to clear OTC derivative contracts will be required to post both initial and variation margin to the clearing member, which will in turn be required to post margin to the CCP. EMIR requires CCPs to only accept highly liquid collateral with minimal credit and market risk. Where an NFC which enters into an OTC derivative contract which

is not "eligible" for clearing, it will have to ensure that appropriate procedures and arrangements are in place to monitor and minimise operational and credit risk.

The Issuer may have to apply certain risk mitigation techniques in relation to timely confirmation, portfolio reconciliation and compression, and dispute resolution that are applicable to OTC derivatives contracts that are not cleared by a CCP. Further, the Issuer will be required to deliver certain information about any OTC derivative contract EMIR also imposes a record-keeping requirement pursuant to which counterparties must keep records of any derivative contract they have concluded and any modification for at least five years following the termination of the contract.

The EU regulatory framework relating to derivatives is set not only by EMIR but also by the amending Directive to the existing Markets in Financial Instruments Directive published in the Official Journal on 12 June 2014 (**MiFID II**). Member States are required to implement national legislation giving effect to MiFID II within 24 months after the entry into force of MiFID II (i.e. June 2016) which national legislation must apply within 30 months after the entry into force of MiFID II (January 2017). In particular, MiFID II is expected to require all transactions in OTC derivatives to be executed on a trading venue. In this respect, it is difficult to predict the full impact of these regulatory requirements on the Issuer.

Investors should be aware that the regulatory changes arising from EMIR and MiFID II may in due course significantly raise the costs of entering into derivative contracts and may adversely affect the Issuer's ability to engage in transactions in OTC derivatives. As a result of such increased costs or increased regulatory requirements, investors may receive lower returns. Investors should be aware that such risks are material and that the Issuer could be materially and adversely affected thereby. The full impact of EMIR and of MiFID II remains to be clarified and the scope of their possible implications of for investors in the Warrants cannot currently be predicted. As such, investors should consult their own independent advisers and make their own assessment about the potential risks posed by EMIR and MiFID II and technical implementation in making any investment decision in respect of the Warrants.

5.1.12 French law and European legislation regarding the resolution of financial institutions may require the write-down or conversion to equity of the Warrants or other resolution measures if the Issuer is deemed to meet the conditions for resolution

Directive 2014/59/EU of the European Parliament and of the Council of the European Union dated 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms (the "**BRRD**") entered into force on 2 July 2014.

The stated aim of the BRRD and Regulation (EU) No. 806/2014 of the European Parliament and of the Council of the European Union of 15 July 2014 (the "**SRM Regulation**") is to provide for the establishment of an EU-wide framework for the recovery and resolution of credit institutions and investment firms. The regime provided for by the BRRD is, among other things, stated to be needed to provide the authority designated by each EU Member State (the "**Resolution Authority**") with a credible set of tools to intervene sufficiently early and quickly in an unsound or failing institution so as to ensure the continuity of the institution's critical financial and economic functions while minimizing the impact of an institution's failure on the economy and financial system (including taxpayers' exposure to losses). Under the SRM Regulation a centralized power of resolution is established and entrusted to the Single Resolution Board (the "**SRB**") and to the national resolution authorities.

The powers provided to the Resolution Authority in the BRRD and the SRM Regulation include write-down/conversion powers to ensure that capital instruments (including subordinated debt instruments) and eligible liabilities (including senior debt instruments if junior instruments prove insufficient to absorb all losses) absorb losses of the issuing institution under resolution in accordance with a set order of priority (the "**Bail-in Tool**"). The conditions for resolution under the French *Code monétaire et financier* implementing the BRRD are deemed to be met when: (i) the Resolution Authority or the relevant supervisory authority determines that the institution is failing or is likely to fail, (ii) there is no reasonable prospect that any measure other than a resolution measure would prevent the failure within a

reasonable timeframe, and (iii) a resolution measure is necessary for the achievement of the resolution objectives and winding up of the institution under normal insolvency proceedings would not meet those resolution objectives to the same extent.

The Resolution Authority could also, independently of a resolution measure or in combination with a resolution measure where the conditions for resolution are met, write-down or convert capital instruments (including subordinated debt instruments) into equity when it determines that the institution or its group will no longer be viable unless such write down or conversion power is exercised or when the institution requires extraordinary public financial support (except when extraordinary public financial support is provided in the form defined in Article L. 613-48 III, 3° of the French *Code monétaire et financier*). The terms and conditions of the Warrants and the Guarantee contain provisions giving effect to the Bail-in Tool.

The Bail-in Tool could result in the full (i.e., to zero) or partial write-down or conversion into ordinary shares or other instruments of ownership of the Warrants or the Guarantee, or the variation of the terms of the Warrants or the Guarantee (for example, the maturity and/or interest payable may be altered and/or a temporary suspension of payments may be ordered). Extraordinary public financial support should only be used as a last resort after having assessed and applied, to the maximum extent practicable, the resolutions measures, including the Bail-in Tool. In addition, if the Issuer's financial condition deteriorates, the existence of the Bail-in Tool could cause the market price or value of the Warrants to decline more rapidly than would be the case in the absence of such power.

In addition to the Bail-in Tool, the BRRD provides the Resolution Authority with broader powers to implement other resolution measures with respect to institutions that meet the conditions for resolution, which may include (without limitation) the sale of the institution's business, the creation of a bridge institution, the separation of assets, the replacement or substitution of the institution as obligor in respect of debt instruments, modifications to the terms of debt instruments (including altering the maturity and/or the amount of interest payable and/or imposing a temporary suspension on payments), removing management, appointing an interim administrator, and discontinuing the listing and admission to trading of financial instruments.

As a Directive, the BRRD is not directly applicable in France and had to be transposed into national legislation. The French *ordonnance* No. 2015-1024 of 20 August 2015 transposed the BRRD into French law and amended the *Code monétaire et financier* for this purpose.

Before taking a resolution measure or exercising the power to write down or convert relevant capital instruments, the Resolution Authority must ensure that a fair, prudent and realistic valuation of the assets and liabilities of the institution is carried out by a person independent from any public authority.

Since 1 January 2016, French credit institutions, investment firms and financial institutions have to meet, at all times, a minimum requirement for own funds and eligible liabilities ("MREL") pursuant to Article L. 613-44 of the French *Code monétaire et financier*. The MREL, which is expressed as a percentage of the total liabilities and own funds of the institution, aims at avoiding institutions to structure their liabilities in a manner that impedes the effectiveness of the Bail-in Tool. From January 2019, G-SIBs (global systemically important banks) such as the Issuer will also have to comply with the total loss absorbing capacity ("TLAC") requirements.

In accordance with the provisions of the SRM Regulation, when applicable, the SRB, has replaced the national resolution authorities designated under the BRRD with respect to all aspects relating to the decision-making process and the national resolution authorities designated under the BRRD continue to carry out activities relating to the implementation of resolution schemes adopted by the SRB. The provisions relating to the cooperation between the SRB and the national resolution authorities for the preparation of the banks' resolution plans have applied since 1 January 2015 and the SRM has been fully operational since 1 January 2016.

The application of any resolution measure under the French BRRD implementing provisions or any suggestion of such application with respect to the Issuer or the Group could materially adversely affect the rights of Warrantholders, the price or value of an investment in the Warrants and/or the ability of the Issuer to satisfy its obligations under the Warrants.

5.1.13 The United Kingdom's impending departure from the European Union could adversely affect the Group

The United Kingdom held a referendum on 23 June 2016 in which a majority voted to exit the European Union (**Brexit**). Negotiations are expected to commence to determine the future terms of the United Kingdom's relationship with the European Union, including the terms of trade between the United Kingdom and the European Union. The effects of Brexit will depend on any agreements the United Kingdom makes to retain access to European Union markets either during a transitional period or more permanently. Brexit could adversely affect European or worldwide economic, market conditions and could contribute to instability in global financial and foreign exchange markets, including volatility in the value of the pound sterling or the euro. In addition, Brexit could lead to legal uncertainty and potentially divergent national laws and regulations as the United Kingdom determines which European Union laws to replace or replicate. Any of these effects of Brexit, and others which cannot be anticipated, could adversely affect the business, results of operations, financial condition and cash flows of the Group, and could negatively impact the value of the Warrants.

5.1.14 Transfer restrictions

The Warrants may not at any time be offered, sold, pledged, or otherwise transferred except in an "offshore transaction" (as defined under Regulation S) to or for the account or benefit of a Permitted Transferee as described under "*Subscription, Sale and Transfer Restrictions*". Any transfer of Warrants to a person that is not a Permitted Transferee will be void *ab initio* and of no legal effect whatsoever. Accordingly, any purported transferee of any legal or beneficial ownership interest in Warrants in such a transaction will not be entitled to any right as a legal or beneficial owner of such interest in such Warrants.

In addition, the relevant Issuer may, in its discretion, redeem the Warrants held by such purchaser or other transferee or compel any such purchaser or other transferee to transfer such Warrants. Any such redemption or forced transfer may result in a significant loss of a Warrantholder's investment.

The foregoing restriction on the offer, sale, pledge or other transfer of Warrants may limit the liquidity of such Warrants. Consequently, a purchaser must be prepared to hold such Warrants for an indefinite period of time and potentially until their maturity.

5.1.15 Investment Company Act

Neither SG Issuer, nor Société Générale Effekten GmbH has registered with the United States Securities and Exchange Commission (the **SEC**) as an investment company pursuant to the Investment Company Act. Investors in the Warrants will not have the protections of the Investment Company Act.

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

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

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

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

5.1.17 *There is a risk that trading in the Warrants and/or Underlyings will be suspended, interrupted or terminated*

If the Warrants are listed on one (or more) markets (which may be regulated or unregulated), the listing of such Warrants may – depending on the rules applicable to such stock exchange – be suspended or interrupted by the respective stock exchange or a competent regulatory authority upon the occurrence of a number of reasons, including violation of price limits, breach of statutory provisions, occurrence of operational problems of the stock exchange or generally if deemed required in order to secure a functioning market or to safeguard the interests of investors. Furthermore, trading in the Warrants may be terminated, either upon decision of the stock exchange, a regulatory authority or upon application by the Issuer. Where trading in an Underlying of the Warrants is suspended, interrupted or terminated, trading in the respective Warrants will usually also be suspended, interrupted or terminated and existing orders for the sale or purchase of such Warrants will usually be cancelled. Investors should note that the Issuer has no influence on trading suspension or interruptions (other than where trading in the Warrants is terminated upon the Issuer's decision) and that investors in any event must bear the risks connected therewith. In particular, investors may not be able to sell their Warrants where trading is suspended, interrupted or terminated, and the stock exchange quotations of such Warrants may not adequately reflect the price of such Warrants. Furthermore, a trading suspension, interruption or termination of Underlyings of the Warrants may cause a suspension, interruption or termination of trading in the Warrants and may as well result in an artificial or wrong valuation of the Warrants. Finally, even if trading in Warrants or Underlyings is suspended, interrupted or terminated, investors should note that such measures may neither be sufficient nor adequate nor in time to prevent price disruptions or to safeguard the investors' interests; for example, where trading in Warrants is suspended after price-sensitive information relating to such Warrants has been published, the price of such Warrants may already have been adversely affected. All these risks would, if they materialise, have a material adverse effect on the investors.

5.1.18 *Risk of difficulties regarding assertion of rights against an Issuer and/or the Guarantor established and operating in another jurisdiction than the investor's home jurisdiction*

In the event of a dispute with the Issuer and/or the Guarantor, investors who are not resident in, or does not have their habitual residence in, the state of the Issuer or the Guarantor, may face difficulties in enforcing their rights resulting from the Warrants.

5.1.19 Risk relating to the financing of the purchase of Warrants by loan or credit significantly increases risks

If a prospective investor in the Warrants decides to finance the purchase of Warrants through funds borrowed from a third party, it should make sure in advance that it can still continue to service the interest and principal payments on the loan in the event of a loss. It should not rely on gains or profits from the investment in the Warrants which would enable it to repay interest and principal of the loans when due and payable.

5.1.20 Risk that investors base their investment decision on erroneous analyst opinions or prognoses

Investors often make their investment decision based on statements, market estimates and forecasts of analysts. The same applies to general market expectations, on which investment decisions are often based. There can be no assurance that statements, opinions and expectations of analysts, and certain market expectations will be achieved. There is a risk that statements, opinions and expectations of analysts as well as certain market expectations are incorrect. In case of non-occurrence of, or deviations from, analyst and market expectations, statements, forecasts and opinions, there is a risk that the price of the Warrants is negatively impacted. In case of insolvency of the issuer, it may also result in a partial or total loss of the invested capital.

5.1.21 Risk of irrational factors

There is a risk that the price and the yield of the Warrants will be significantly adversely affected by rumours, opinions and trends that do not match with reality.

5.1.22 Warrants are unsecured Obligations

The Warrants represent general contractual obligations of the relevant Issuer and are not secured by any property of such Issuer. The Warrants rank equally among themselves and, save for such exceptions as may be provided by any applicable present or future law, rule, regulation, judgment, order or directive of any governmental, administrative or judicial authority or power (**Applicable Law**), pari passu with all other unsecured and unsubordinated obligations of the relevant Issuer but excluding any debts for the time being preferred by Applicable Law and any subordinated obligation.

5.1.23 Certain Factors Affecting the Value and Trading Price of Warrants

The Cash Settlement Amount due on exercise (in the case of Cash Settled Warrants) or (b) the difference in the value of the Deliverable Assets forming the Physical Delivery Amount and any Exercise Price divided, if applicable, by the Parity (in the case of Physical Delivery Warrants) (the **Physical Settlement Amount**) at any time prior to expiration is typically expected to be less than the trading price of such Warrants at that time. The difference between the trading price and the Cash Settlement Amount or the Physical Settlement Amount, as the case may be, will reflect, among other things, the "time value" of the Warrants. The "time value" of the Warrants will depend partly upon the length of the period remaining to expiration and expectations concerning the value of the Underlying. Warrants offer hedging and investment diversification opportunities but also pose some additional risks with regard to interim value. The interim value of the Warrants varies with the price level of the Underlying, as well as by a number of other interrelated factors, including those specified herein.

Before purchasing, exercising or selling Warrants, Warrantholders should carefully consider, among other things, (i) the trading price of the Warrants, (ii) the value and volatility of the Underlying, (iii) the time remaining to expiration, (iv) the probable range of Settlement Amounts, (v) any change(s) in interim interest rates and dividend yields if applicable, (vi) any change(s) in currency exchange rates, (vii) the depth of the market or liquidity of the underlying(s) to which the Warrants relate and (viii) any related transaction costs.

5.1.24 Time lag

Unless otherwise specified in the applicable Final Terms, in the case of any exercise of Warrants, there will be a time lag between the time a Warrantholder gives instructions to exercise and the time the applicable

Settlement Amount or other relating to such exercise is determined. Any such delay between the time of exercise and the determination of the Settlement Amount or other amount will be specified in the Terms and Conditions, as completed by the applicable Final Terms. In addition to such delay, further delay for Warrants may result from a delay in exercise arising from any daily maximum exercise limitation, or for any Warrant from the occurrence of a market disruption event (if applicable) or following the imposition of any exchange controls or other similar regulations affecting the ability to obtain or exchange any relevant currency (or basket of currencies) in the case of currency warrants. The applicable Settlement Amount or other amount may change significantly during any such period, and such movement or movements could decrease the Settlement Amount or other amount of the relevant Warrants and may result in such Settlement Amount or other amount being zero.

5.1.25 Limitations on Exercise of Warrants

If so indicated in the Terms and Conditions as amended in accordance with the applicable Final Terms, the number of Warrants exercisable by any Warrantholder on any date (other than the final exercise date) will be limited to the maximum number specified in the applicable Final Terms. In the event that the total number of Warrants being exercised on any date (other than the final exercise date) exceeds such maximum number, a Warrantholder will not be able to exercise on such date all Warrants that such Warrantholder desires to exercise. In any such case, the number of Warrants to be exercised on such date will be reduced until the total number of Warrants exercised on such date no longer exceeds such maximum, such Warrants (if so stated in the applicable Final Terms) being selected at the discretion of the relevant Issuer or in any other manner specified in the applicable Final Terms. Unless otherwise specified in the applicable Final Terms, the Warrants tendered for exercise but not exercised on such date will be automatically exercised on the next date on which Warrants may be exercised, subject to the same daily maximum limitation and delayed exercise provisions.

5.1.26 Minimum Exercise Amount

If so indicated in the applicable Final Terms, a Warrantholder must tender a specified number of Warrants at any one time in order to exercise. Therefore, Warrantholders with fewer than the specified minimum number of Warrants will either have to sell their Warrants or purchase additional Warrants, incurring transaction costs in each case, in order to realise their investment. Furthermore, Warrantholders of such Warrants incur the risk that there may be differences between the trading price of such Warrants and the Cash Settlement Amount or other amount due on exercise (in the case of Cash Settled Warrants) or the Physical Settlement Amount (in the case of Physical Delivery Warrants) of such Warrants.

5.1.27 Early expiration at the option of the Issuer

In respect of certain issues where so specified in the applicable Final Terms, the Warrants will be subject to early expiration and settlement prior to the Settlement Date at the option of the Issuer. In such circumstances, the relevant Issuer shall have the right at its sole and absolute discretion to elect that all or some of the remaining outstanding Warrants will be subject to early expiration and settlement. The relevant Issuer may also have the option to terminate the Warrants early upon the occurrence of certain events relating to the underlying(s) of the Warrants or to the hedging arrangements with respect to the Warrants. This could lead to investors receiving an amount on cancellation earlier than had been anticipated in circumstances over which the Warrantholders have no control and may affect the value of their investment.

5.1.28 Classification and treatment of an investment in Warrants

Investors should be aware that specific French accounting rules mean that, as a matter of policy, Société Générale may class automatically exercised, cash settled Warrants with a low or no exercise price as a debt instrument for the purposes of internal classification. Such classification is internal to Société Générale and should not determine any external classification or treatment (whether legal, accounting, fiscal or otherwise) of any Warrant. Neither Société Générale nor any other member of the Société Générale group of companies is offering advice on such classification in any country including, but not limited to, France, nor does it assume

any responsibility for such classification. This risk factor should not be interpreted as a definitive statement in relation to the matters it describes and investors should seek independent advice in relation to, *inter alia*, the legal, tax and accounting treatment of the Warrants before entering into any investment.

5.2 Risks related to the market generally

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

5.2.1 *The secondary market generally*

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

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

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

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

5.2.2 *Exchange rate risks and exchange controls*

The relevant Issuer will pay amounts due under the Warrants in the Settlement Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the **Investor's Currency**) other than the Settlement Currency.

These include the risk that exchange rates may significantly change (including changes due to devaluation of the Settlement Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Settlement Currency would decrease (1) the Investor's Currency-equivalent return on the Warrants, (2) the Investor's Currency-equivalent value of the Settlement Amount in respect of the Warrants and (3) the Investor's Currency-equivalent market value of the Warrants.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, payments in respect of the Warrants could be reduced, possibly to zero.

5.2.3 Market value of the Warrants

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

In addition, the market value of the Warrants will be affected by the creditworthiness and/or the credit rating of the relevant Issuer and/or the Guarantor and a number of additional factors, including the market interest and yield rates and the time remaining to the expiration date.

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

6. ADDITIONAL RISKS ASSOCIATED WITH SECURED WARRANTS

6.1 Nature of security

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

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

6.2 Structure of Collateral Accounts

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

6.3 Type of Collateralisation

The security provided for an Issue of Secured Warrants is limited to the Collateral Assets constituting the Collateral Pool applicable to such Issues (and to all Issues of Secured Warrants secured by the same Collateral Pool in the case of a Multiple Issue Collateral Pool). The amount of Collateral Assets constituting such Collateral Pool will depend, amongst other things, on the Type of Collateralisation

specified as being applicable in the applicable Final Terms, on the Collateralisation Percentage specified in the applicable Final Terms, on whether or not Collateral Valuation at Nominal Value is applicable or on whether or not a Haircut is specified in the applicable Final Terms. There is no guarantee that the applicable Type of Collateralisation will be sufficient to ensure that, following enforcement of a Pledge Agreement, the amounts available for distribution or the value of the Collateral Assets available to be delivered by the Security Trustee (in the case of English Law Warrants) or the Security Agent (in the case of French Law Warrants) will be sufficient to pay all amounts due to Warrantheolders in respect of the relevant Issue of Secured Warrants (see "*Shortfall on Realisation of Collateral Assets and Limited Recourse of Warrantheolders*"). In addition, depending of the Type of Collateralisation, the claim of holders of Non-Waived Warrants may differ from the Collateral Value (See Condition 5.5 of the "*Additional Terms and Conditions relating to Secured Warrants*").

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

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

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

The provisions relating to Secured Warrants in the General Terms and Conditions of the Warrants (including the Additional Terms and Conditions relating to Secured Warrants), each relevant Pledge Agreement and the other programme documentation are based on relevant law in effect as at the date of this Base Prospectus. No assurance can be given as to the impact on Warrantheolders of any possible judicial decision or change to such laws, or the official application or interpretation of such laws or administrative practices after the date of this Base Prospectus. In particular, significant changes to the Luxembourg act dated 5 August 2005 on financial collateral arrangements, as amended (the Collateral Act 2005) implementing Directive 2002/47/EC on financial collateral arrangements (the **Collateral Directive**) in Luxembourg may have an adverse impact on the rights of the Warrantheolders. Neither SG Issuer, the Guarantor nor any other party makes any representation as to the interpretation of, or any amendments to, any of the provisions of the Collateral Directive or its implementation in Luxembourg.

6.6 Potential lack of diversification of the Collateral Assets

Investors should note that, depending on the relevant Eligibility Criteria and Collateral Rules, the Collateral Assets in a Collateral Pool collateralising one or more an Issue of Secured Warrants are secured may be, unless otherwise specified in the relevant Eligibility Criteria and Collateral Rules, limited to one or a few assets or types of assets.

Low diversification of Collateral Assets in a Collateral Pool may increase the risk that the proceeds of realisation of the Collateral Assets may be less than the sums due to the relevant Warrantheolders under

the relevant Secured Warrants collateralised by such Collateral Pool. If the Collateral Assets are comprised of a limited number of different types of assets, any depreciation in the value of such assets in the period between the most recent Collateral Test Date and the realisation or delivery, as the case may be, of the Collateral Assets will have a proportionally larger impact on any shortfall as the amount recovered in respect of the Collateral Assets on their sale will be dependent on the then current market value of a smaller range of Collateral Assets.

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

6.7 Illiquid Collateral Assets

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

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

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

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

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

The Secured Warrant Market Value is the market value of the relevant Secured Warrant determined by the Securities Valuation Agent on the basis of such valuation method as the Securities Valuation Agent may, acting in good faith and in a commercially reasonable manner determine in its discretion and will take into account SG Issuer's and Guarantor's creditworthiness. Unlike the Secured Warrant Market Value, following an Event of Default, the Market Value determined by the Calculation Agent in accordance with Condition 5.9 of the General Terms and Conditions (which determines the claim that a holder of Non-Waived Warrants has on SG Issuer and/or the Guarantor), will not take into account SG Issuer's or the Guarantor's creditworthiness. As a result, there may be a difference between the Secured

Warrant Market Value determined before an Event of Default and the Market Value determined after an Event of Default.

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

Investors should note that when "MV Collateralisation", "Min (MV, NV) Collateralisation" or "Max (MV, NV) Collateralisation" is specified as applicable in the applicable Final Terms of an Issue of Secured Warrants, the level of collateral required to secure such Secured Warrants (i.e. the Required Collateral Value) and therefore the amount of Collateral Assets actually in the Collateral Pool (i.e. the Collateral Value) will be based on the Secured Warrant Market Value which as indicated above will take into account SG Issuer's and the Guarantor's creditworthiness. Consequently, everything else being equal, the Secured Warrant Market Value may decrease when SG Issuer's and the Guarantor's creditworthiness deteriorates and so may the Required Collateral Value and the Collateral Value whereas, following an Event of Default, the Market Value determined by the Calculation Agent in accordance with Condition 5.9 of the General Terms and Conditions, will not decrease. As a result, the holders of Non-Waived Warrants where "MV Collateralisation", "Min (MV, NV) Collateralisation" or "Max (MV, NV) Collateralisation" is specified as applicable in the applicable Final Terms of an Issue of Secured Warrants may end up in a situation where the amount of Collateral Assets securing the obligation of SG Issuer under such Warrants is significantly lower than their claim on SG Issuer and/or the Guarantor.

6.11 Specific risk due to the difference between the aggregate notional amount of the Non-Waived Warrants and Market Value following an Event of Default for the Nominal Value Type of Collateralisation

Investors should note that when "NV Collateralisation", is specified as applicable in the applicable Final Terms of an Issue of Secured Warrants, the level of collateral required to secure such Secured Warrants (i.e. the Required Collateral Value) and therefore the amount of Collateral Assets actually in the Collateral Pool (i.e. the Collateral Value) will be based on the aggregate Notional Amount of the Non-Waived Warrants. The aggregate Notional Amount of the Non-Waived Warrants may not evolve the same way as the Market Value determined by the Calculation Agent in accordance with Condition 5.9 of the English Law Warrants and Condition 5.9 of the French Law Warrants. As a result, the holders of Non Waived Warrants where "NV Collateralisation" is specified as applicable in the applicable Final Terms of an Issue of Secured Warrants may end up in a situation where the amount of Collateral Assets securing the obligation of SG Issuer under such Warrants is significantly lower than their claim on SG Issuer and/or the Guarantor.

6.12 Multiple Issue Collateral Pool

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

6.13 Adjustments to Collateral Pool

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

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

6.14 "Haircut" applied to Collateral Assets

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

6.15 Waived Warrants

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

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

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

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

6.16 Frequency of Collateral Test Dates

In order to ensure that an Issue of Secured Warrants are collateralised in accordance with its terms, the Collateral Value and the Required Collateral Value will be determined on the Issue Date of such Issue, on each periodic Collateral Test Date thereafter as specified in the applicable Final Terms and on any additional date which is deemed to be a Collateral Test Date pursuant to the terms of the Additional Terms and Conditions relating to Secured Warrants. The lower the frequency of the periodic Collateral Test Dates specified in the applicable Final Terms and hence the greater the period of time in between each such periodic Collateral Test Date the more likely it is that upon enforcement of the relevant Pledge Agreement, the proceeds of enforcement that a Warrantholder will receive or, where Physical Delivery of Collateral Assets is applicable, the value of the Collateral Assets delivered, will be less than the amounts due to Warrantholders in respect of the relevant Issue of Secured Warrants.

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

6.17 Substitution of Collateral Assets

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

6.18 Early expiration at the option of SG Issuer upon a Collateral Disruption Event

Secured Warrants will be subject to Collateral Disruption Events (as defined in the Additional Terms and Conditions relating to Secured Warrants). Upon the occurrence of a Collateral Disruption Event, SG Issuer may, in its sole and absolute discretion, consider such event as triggering an early settlement of all of the relevant Secured Warrants at the Early Termination Settlement Amount, in the case of Cash Settled Warrants, or the Early Termination Physical Delivery Amount, in the case of Physical Delivery Warrants, following the occurrence of a Collateral Disruption Event specified in the applicable Final Terms. Following the early settlement of the Secured Warrants, a Warrantholder may not be able to reinvest the settlement proceeds so as to receive a return which is as high as any return on the Secured Warrants being settled early and may only be able to do so at a significantly lower return or in worse investment conditions. Prospective investors in Warrants should consider reinvestment risk in light of other investments available at that time.

6.19 Secured Warrant Acceleration Event and Enforcement of the security

If a Secured Warrant Acceleration Event occurs, all Secured Warrants which are secured by the same Collateral Pool will also become immediately cancelled and a payment will be due to each Warrantholder in an amount equal to, in the case of Cash Settled Warrants, the Early Termination Settlement Amount or, in the case of Physical Delivery Warrants, the Early Termination Physical Delivery Amount (subject to payment of the Exercise Price divided if applicable, by the Parity). Following the occurrence of a Secured Warrant Acceleration Event, all Warrantholders will first be entitled to claim for any outstanding amounts due to them under the terms of the Guarantee.

The Security Trustee (in the case of English Law Warrants) and the Security Agent (in the case of French Law Warrants) are only obliged to enforce a Pledge Agreement after having received a Collateral Enforcement Notice from a Warrantholder. A Warrantholder is only entitled to send a Collateral Enforcement Notice to the Security Trustee (in the case of English Law Warrants) or the Security Agent (in the case of French Law Warrants) if neither SG Issuer nor the Guarantor (pursuant to the terms of the Guarantee) has paid all amounts due to such Warrantholder within a period of 3 Collateral Business Days following the occurrence of the relevant Secured Warrant Acceleration Event.

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

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

6.20 Shortfall on Realisation of Collateral Assets and Limited Recourse of Warrantholders

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

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

If there is any shortfall in amounts due to a Warrantholder then such Warrantholder shall have no further claim against SG Issuer, the Security Trustee (in the case of English Law Warrants) or the Security

Agent (in the case of French Law Warrants) in respect of such amounts which remain unpaid following enforcement of the relevant Pledge Agreement. In addition, no Warrantholder shall be entitled to take any steps or proceedings to procure the winding-up, administration or liquidation (or any other analogous proceeding) of SG Issuer.

In such a scenario, Warrantholders will continue to be able to claim under the terms of the Guarantee against the Guarantor for any unpaid amounts and any such shortfall will therefore constitute an unsecured claim by such Warrantholder against the Guarantor and the Warrantholders will be exposed to the creditworthiness of the Guarantor for the remaining amount due to them.

6.21 Subordination of Warrantholders to payment of expenses and other payments

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

6.22 Physical Delivery of Collateral Assets

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

When Physical Delivery of Collateral Assets is applicable, if a Physical Delivery of Collateral Assets Disruption Event occurs or exists on the relevant Collateral Delivery Date, settlement will be postponed until the first following Collateral Business Day in respect of which there is no such Physical Delivery of Collateral Assets Disruption Event, provided that the Substitute Paying Agent, the Security Trustee or the Security Agent may elect in its sole discretion to Deliver the Collateral Assets forming part of the Collateral Assets Entitlement in such other commercially reasonable manner as it may select and in such event the Collateral delivery Date shall be such day as the Substitute Paying Agent, the Security Trustee or the Security Agent deems appropriate in connection with delivery of the Collateral Assets forming part of the Collateral Assets Entitlement in such other commercially reasonable manner.

If such Physical Delivery of Collateral Assets Disruption Event continues for a continuous period of twenty Collateral Business Days (or such other period specified in the applicable Final Terms after the original Collateral Delivery Date, the Security Trustee (in the case of English Law Warrants) or the Security Agent (in the case of French Law Warrants), or the Disposal Agent on their behalf, will procure the sale of such Collateral Assets in lieu of delivery of the relevant Collateral Assets Entitlement. The amount received by a Warrantholder following such sale of Collateral Assets may be lower than the amount which a Warrantholder would have received if the relevant Collateral Assets had been delivered to it and the Warrantholder had held the relevant Collateral Assets to the maturity date of such assets or sold such assets at a different point in time.

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

Each Pledge Agreement will be governed by the Collateral Act 2005. Article 20 of the Collateral Act 2005 provides that pledge agreements are valid and effective against all third parties, including any

receiver or liquidator, notwithstanding any reorganisation procedure, liquidation procedure or any other situation leading to a competition amongst creditors, whether Luxembourg or foreign. From a Luxembourg law perspective, no Luxembourg or foreign insolvency, reorganisation or liquidation proceeding rules should impede the enforcement of a Pledge Agreement. Therefore, each Pledge Agreement should not be materially impacted by insolvency proceedings initiated against SG Issuer in Luxembourg.

Despite the provisions of the Collateral Act 2005 described above, in the event of the insolvency of SG Issuer, the Security Trustee, the Security Agent or the Collateral Custodian, the realisation of the Collateral Assets may be delayed either by the appointment of an insolvency administrator or other insolvency official in relation to SG Issuer, the Security Trustee, the Security Agent or the Collateral Custodian or by measures ordered by a competent court. Such delay could adversely affect the position of the Warrantholders in the event of a depreciation in the value of the Collateral Assets during such period.

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

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

6.24 Potential Conflicts of Interest between Warrantholders and the Collateral Agent, the Securities Valuation Agent and the Calculation Agent

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

The risk to Warrantholders of any conflict of interest between Warrantholders and the Collateral Agent is mitigated by the fact that any Collateral Test Notice is either reviewed, and the contents thereof verified

by or otherwise agreed with, a Collateral Monitoring Agent not belonging to the Group or else is subject to a predetermined Collateral Test Dispute Resolution Procedure.

6.25 Security Trustee and Security Agent

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

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

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

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

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

6.26 No Fiduciary duties

In performing their duties in relation to the Warrants of an Issue, neither the Collateral Agent, the Collateral Monitoring Agent, the Securities Valuation Agent, the Collateral Custodian, the Disposal Agent or Substitute Paying Agent will act as a fiduciary or as an advisor to the Warrantholders in respect of their respective duties and do not act as a trustee for the Warrantholders.

6.27 Potential Conflicts of Interest between Warrantholders and a Counterparty

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

6.28 Risk of non-performance of obligations by a Counterparty

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

6.29 Risks arising on an insolvency of a Counterparty

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

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

ONGOING PUBLIC OFFERS

The Issues of Warrants listed below are each either (i) the subject of an ongoing public offer as at the date of this Base Prospectus or (ii) the subject of a public offer which has closed as at the date of this Base Prospectus, but which will be listed on a regulated market after the date of this Base Prospectus.

The Base Prospectus dated 31 July 2015 is applicable for the purposes of the ongoing public offers listed below, and the information relating to the Issuer and the Guarantor contained in such Base Prospectus will continue to be updated by Supplement(s) until the last End Date (being 16 December 2016).

ISSUER	ISSUE DATE	EXPIRATION DATE	ISIN CODE	LISTING	Pubic Offer Jurisdiction(s)	START DATE	END DATE
SG Issuer	22/04/2016	Open Ended	LU1358219266	22/04/2016	Sweden	22/04/2016	22/07/2016
SG Issuer	22/04/2016	Open Ended	LU1358219696	22/04/2016	Sweden	22/04/2016	22/07/2016
SG Issuer	22/04/2016	Open Ended	LU1358219852	22/04/2016	Sweden	22/04/2016	22/07/2016
SG Issuer	22/04/2016	Open Ended	LU1358220199	22/04/2016	Sweden	22/04/2016	22/07/2016
SG Issuer	22/04/2016	Open Ended	LU1358217484	22/04/2016	Finland	22/04/2016	22/07/2016
SG Issuer	22/04/2016	Open Ended	LU1358217641	22/04/2016	Finland	22/04/2016	22/07/2016
SG Issuer	22/04/2016	Open Ended	LU1358217997	22/04/2016	Finland	22/04/2016	22/07/2016
SG Issuer	25/04/2016	Open Ended	LU1358221320	25/04/2016	Sweden	25/04/2016	25/07/2016
SG Issuer	25/04/2016	Open Ended	LU1358221676	25/04/2016	Sweden	25/04/2016	25/07/2016
SG Issuer	25/04/2016	Open Ended	LU1358222054	25/04/2016	Sweden	25/04/2016	25/07/2016
SG Issuer	27/04/2016	Open Ended	LU1358268636	27/04/2016	Sweden	27/04/2016	27/07/2016
SG Issuer	29/04/2016	Open Ended	LU1358270889	29/04/2016	Sweden	29/04/2016	29/07/2016
SG Issuer	29/04/2016	Open Ended	LU1358270376	29/04/2016	Sweden	29/04/2016	29/07/2016
SG Issuer	29/04/2016	17/03/2017	LU1358249768	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	17/03/2017	LU1358249842	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	17/03/2017	LU1358249925	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	17/03/2017	LU1358250006	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	17/03/2017	LU1358250188	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358250261	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358250345	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358250428	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358250691	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358250774	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358250857	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	19/08/2016	LU1358251400	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	19/08/2016	LU1358251582	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358244298	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358243993	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358243647	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358244884	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358244611	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358244454	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	19/08/2016	LU1358251665	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	19/08/2016	LU1358251749	06/05/2016	Spain	29/04/2016	29/07/2016

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SG Issuer	29/04/2016	19/08/2016	LU1358251822	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	17/03/2017	LU1358252044	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	17/03/2017	LU1358252127	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	17/03/2017	LU1358252390	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	17/03/2017	LU1358252473	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	17/03/2017	LU1358252556	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358252630	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358252713	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358252804	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358253018	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358253109	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358253281	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358253364	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358253448	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358253521	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358254339	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358254412	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358254503	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358254925	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358255062	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358255146	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358255815	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358255906	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358256037	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358256110	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358256201	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358256383	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358256466	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358256540	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358256623	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358256896	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358256979	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358257191	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358260575	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358260658	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358260732	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358260815	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	17/03/2017	LU1358260906	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	17/03/2017	LU1358261037	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	17/03/2017	LU1358261110	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	17/03/2017	LU1358261201	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358261383	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358261466	06/05/2016	Spain	29/04/2016	29/07/2016

Ongoing Public Offers

ISSUER	ISSUE DATE	EXPIRATION DATE	ISIN CODE	LISTING	Pubic Offer Jurisdiction(s)	START DATE	END DATE
SG Issuer	29/04/2016	16/09/2016	LU1358261540	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358261623	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358261896	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/12/2016	LU1358261979	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358262191	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358262274	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358262605	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358262787	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358262860	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358263082	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358263165	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/12/2016	LU1358263249	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358263322	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358263595	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358263678	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358263751	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358263835	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358263918	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358264304	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358264486	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358264569	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358264643	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358264726	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/12/2016	LU1358264999	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	19/08/2016	LU1358265533	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	19/08/2016	LU1358265616	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	19/08/2016	LU1358265707	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	19/08/2016	LU1358265889	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	17/03/2017	LU1358265962	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	17/03/2017	LU1358266002	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	17/03/2017	LU1358266184	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	17/03/2017	LU1358266267	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	17/03/2017	LU1358266341	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	15/12/2017	LU1358266424	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358266697	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358266770	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358246319	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358246582	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358246749	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358246822	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358247127	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358247473	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358247630	06/05/2016	Spain	29/04/2016	29/07/2016

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SG Issuer	29/04/2016	16/09/2016	LU1358247804	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358248018	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358248281	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/12/2016	LU1358248448	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/12/2016	LU1358248794	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/12/2016	LU1358252986	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358254099	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358254172	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358254255	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	19/08/2016	LU1358257787	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	19/08/2016	LU1358257860	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	19/08/2016	LU1358257944	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	19/08/2016	LU1358258082	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	19/08/2016	LU1358258165	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	17/03/2017	LU1358258249	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	17/03/2017	LU1358258322	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	17/03/2017	LU1358258595	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	17/03/2017	LU1358258678	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	17/03/2017	LU1358258751	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	17/03/2017	LU1358258835	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	17/03/2017	LU1358258918	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	17/03/2017	LU1358259056	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	17/03/2017	LU1358259130	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	17/03/2017	LU1358259213	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	17/03/2017	LU1358259304	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	17/03/2017	LU1358259486	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	15/12/2017	LU1358259569	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	15/12/2017	LU1358259643	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	15/12/2017	LU1358259726	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	21/12/2018	LU1358259999	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	21/12/2018	LU1358260062	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	21/12/2018	LU1358260146	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	21/12/2018	LU1358260229	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	21/12/2018	LU1358260492	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358254685	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358254768	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358254842	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/12/2016	LU1358255229	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/12/2016	LU1358255492	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/12/2016	LU1358255575	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/12/2016	LU1358255658	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/12/2016	LU1358255732	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358262357	06/05/2016	Spain	29/04/2016	29/07/2016

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SG Issuer	29/04/2016	16/09/2016	LU1358262431	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358262514	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358264056	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358264130	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358264213	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358253794	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358253877	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	29/04/2016	16/09/2016	LU1358253950	06/05/2016	Spain	29/04/2016	29/07/2016
SG Issuer	04/05/2016	Open Ended	LU1358293741	04/05/2016	Sweden	04/05/2016	04/08/2016
SG Issuer	04/05/2016	Open Ended	LU1358293824	04/05/2016	Sweden	04/05/2016	04/08/2016
SG Issuer	04/05/2016	Open Ended	LU1358294129	04/05/2016	Sweden	04/05/2016	04/08/2016
SG Issuer	04/05/2016	Open Ended	LU1358294475	04/05/2016	Sweden	04/05/2016	04/08/2016
SG Issuer	04/05/2016	Open Ended	LU1358294558	04/05/2016	Sweden	04/05/2016	04/08/2016
SG Issuer	04/05/2016	Open Ended	LU1358294715	04/05/2016	Sweden	04/05/2016	04/08/2016
SG Issuer	04/05/2016	Open Ended	LU1358294806	04/05/2016	Sweden	04/05/2016	04/08/2016
SG Issuer	04/05/2016	Open Ended	LU1358294988	04/05/2016	Sweden	04/05/2016	04/08/2016
SG Issuer	04/05/2016	Open Ended	LU1358295282	04/05/2016	Sweden	04/05/2016	04/08/2016
SG Issuer	04/05/2016	Open Ended	LU1358295795	04/05/2016	Sweden	04/05/2016	04/08/2016
SG Issuer	04/05/2016	Open Ended	LU1358295951	04/05/2016	Sweden	04/05/2016	04/08/2016
SG Issuer	04/05/2016	Open Ended	LU1358296173	04/05/2016	Sweden	04/05/2016	04/08/2016
SG Issuer	04/05/2016	Open Ended	LU1358296413	04/05/2016	Sweden	04/05/2016	04/08/2016
SG Issuer	18/05/2016	Open Ended	LU1382801956	18/05/2016	Sweden	18/05/2016	18/08/2016
SG Issuer	18/05/2016	Open Ended	LU1382802251	18/05/2016	Sweden	18/05/2016	18/08/2016
SG Issuer	18/05/2016	Open Ended	LU1382802418	18/05/2016	Sweden	18/05/2016	18/08/2016
SG Issuer	18/05/2016	Open Ended	LU1382802509	18/05/2016	Sweden	18/05/2016	18/08/2016
SG Issuer	18/05/2016	Open Ended	LU1382802848	18/05/2016	Sweden	18/05/2016	18/08/2016
SG Issuer	18/05/2016	Open Ended	LU1382803069	18/05/2016	Sweden	18/05/2016	18/08/2016
SG Issuer	18/05/2016	Open Ended	LU1382803143	18/05/2016	Sweden	18/05/2016	18/08/2016
SG Issuer	18/05/2016	Open Ended	LU1382803812	18/05/2016	Sweden	18/05/2016	18/08/2016
SG Issuer	18/05/2016	Open Ended	LU1382804208	18/05/2016	Sweden	18/05/2016	18/08/2016
SG Issuer	18/05/2016	Open Ended	LU1382804380	18/05/2016	Sweden	18/05/2016	18/08/2016
SG Issuer	18/05/2016	Open Ended	LU1382804893	18/05/2016	Sweden	18/05/2016	18/08/2016
SG Issuer	18/05/2016	25/07/2016	LU1416679477	18/05/2016	France	18/05/2016	25/07/2016
SG Issuer	18/05/2016	25/07/2016	LU1416678826	18/05/2016	France	18/05/2016	25/07/2016
SG Issuer	18/05/2016	16/09/2016	LU1416685441	18/05/2016	France	18/05/2016	16/09/2016
SG Issuer	18/05/2016	16/09/2016	LU1416685011	18/05/2016	France	18/05/2016	16/09/2016
SG Issuer	18/05/2016	16/09/2016	LU1416684980	18/05/2016	France	18/05/2016	16/09/2016
SG Issuer	18/05/2016	16/09/2016	LU1416685367	18/05/2016	France	18/05/2016	16/09/2016
SG Issuer	18/05/2016	16/12/2016	LU1416685797	18/05/2016	France	18/05/2016	16/12/2016
SG Issuer	18/05/2016	16/12/2016	LU1416685870	18/05/2016	France	18/05/2016	16/12/2016
SG Issuer	18/05/2016	16/12/2016	LU1416685953	18/05/2016	France	18/05/2016	16/12/2016
SG Issuer	18/05/2016	16/12/2016	LU1416686092	18/05/2016	France	18/05/2016	16/12/2016
SG Issuer	18/05/2016	16/09/2016	LU1417001978	18/05/2016	France	18/05/2016	16/09/2016

ISSUER	ISSUE DATE	EXPIRATION DATE	ISIN CODE	LISTING	Pubic Offer Jurisdiction(s)	START DATE	END DATE
SG Issuer	18/05/2016	16/09/2016	LU1417001622	18/05/2016	France	18/05/2016	16/09/2016
SG Issuer	18/05/2016	16/09/2016	LU1417003594	18/05/2016	France	18/05/2016	16/09/2016
SG Issuer	18/05/2016	16/12/2016	LU1417006852	18/05/2016	France	18/05/2016	16/12/2016
SG Issuer	18/05/2016	16/12/2016	LU1417005292	18/05/2016	France	18/05/2016	16/12/2016
SG Issuer	18/05/2016	16/12/2016	LU1417009443	18/05/2016	France	18/05/2016	16/12/2016
SG Issuer	18/05/2016	16/12/2016	LU1417007827	18/05/2016	France	18/05/2016	16/12/2016
SG Issuer	18/05/2016	16/09/2016	LU1417151609	18/05/2016	France	18/05/2016	16/09/2016
SG Issuer	18/05/2016	16/09/2016	LU1417151864	18/05/2016	France	18/05/2016	16/09/2016
SG Issuer	18/05/2016	16/09/2016	LU1417151518	18/05/2016	France	18/05/2016	16/09/2016
SG Issuer	18/05/2016	16/09/2016	LU1417151435	18/05/2016	France	18/05/2016	16/09/2016
SG Issuer	18/05/2016	16/09/2016	LU1417151351	18/05/2016	France	18/05/2016	16/09/2016
SG Issuer	18/05/2016	16/12/2016	LU1417203764	18/05/2016	France	18/05/2016	16/12/2016
SG Issuer	18/05/2016	16/12/2016	LU1417207328	18/05/2016	France	18/05/2016	16/12/2016
SG Issuer	18/05/2016	16/12/2016	LU1417207591	18/05/2016	France	18/05/2016	16/12/2016
SG Issuer	18/05/2016	16/12/2016	LU1417156400	18/05/2016	France	18/05/2016	16/12/2016
SG Issuer	18/05/2016	16/12/2016	LU1417180707	18/05/2016	France	18/05/2016	16/12/2016
SG Issuer	02/06/2016	18/11/2016	LU1382855457	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	18/11/2016	LU1382855531	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	18/11/2016	LU1382855614	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	18/11/2016	LU1382855705	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	18/11/2016	LU1382855887	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	18/11/2016	LU1382855960	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/06/2017	LU1382856000	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/06/2017	LU1382856182	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/06/2017	LU1382856265	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/06/2017	LU1382856349	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/06/2017	LU1382856422	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382856695	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382856778	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382856851	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382856935	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382857073	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382857156	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382857230	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382857313	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382857404	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382857586	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382857669	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382857743	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382857826	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382858048	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382858121	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382858394	10/06/2016	Spain	02/06/2016	02/09/2016

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SG Issuer	02/06/2016	17/03/2017	LU1382858477	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382858550	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382858634	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382858717	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382858808	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382858980	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382859012	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382859103	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382859285	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382859368	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382859442	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382859525	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382862313	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382862404	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382862586	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382862669	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382862743	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382862826	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382863048	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382863121	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382863394	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382863477	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382863550	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382863634	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382863717	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382863808	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382863980	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382864012	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382864103	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382864285	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382864368	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382864442	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382864525	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382864798	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382864871	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382864954	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382865092	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382865175	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382865258	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382865332	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382865415	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382865506	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382865688	10/06/2016	Spain	02/06/2016	02/09/2016

Ongoing Public Offers

ISSUER	ISSUE DATE	EXPIRATION DATE	ISIN CODE	LISTING	Pubic Offer Jurisdiction(s)	START DATE	END DATE
SG Issuer	02/06/2016	17/03/2017	LU1382865761	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382865845	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382865928	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	21/10/2016	LU1382866066	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	21/10/2016	LU1382866140	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	21/10/2016	LU1382866223	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	21/10/2016	LU1382866496	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	21/10/2016	LU1382866579	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	18/11/2016	LU1382866652	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	18/11/2016	LU1382866736	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	18/11/2016	LU1382866819	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	18/11/2016	LU1382866900	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	18/11/2016	LU1382867031	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/06/2017	LU1382867114	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/06/2017	LU1382867205	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/06/2017	LU1382867387	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/06/2017	LU1382867460	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/06/2017	LU1382867544	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382867627	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382867890	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382867973	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	21/10/2016	LU1382859798	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	21/10/2016	LU1382859871	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	21/10/2016	LU1382859954	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	21/10/2016	LU1382860028	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	21/10/2016	LU1382860291	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	21/10/2016	LU1382860374	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	21/10/2016	LU1382860457	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	21/10/2016	LU1382860531	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	18/11/2016	LU1382860614	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	18/11/2016	LU1382860705	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	18/11/2016	LU1382860887	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	18/11/2016	LU1382860960	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	18/11/2016	LU1382861000	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	18/11/2016	LU1382861182	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	18/11/2016	LU1382861265	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	18/11/2016	LU1382861349	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382861422	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382861695	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/06/2017	LU1382861778	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/06/2017	LU1382861851	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/06/2017	LU1382861935	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/06/2017	LU1382862073	10/06/2016	Spain	02/06/2016	02/09/2016

ISSUER	ISSUE DATE	EXPIRATION DATE	ISIN CODE	LISTING	Pubic Offer Jurisdiction(s)	START DATE	END DATE
SG Issuer	02/06/2016	16/06/2017	LU1382862156	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/06/2017	LU1382862230	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382868195	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382868278	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382868351	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382868435	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382868518	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382868609	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382868781	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382868864	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382868948	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382869086	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382869169	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382869243	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382869326	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382869599	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382869672	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382869755	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382869839	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382869912	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382870092	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382870175	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382870258	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382870332	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382870415	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382870506	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382870688	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382870761	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382871140	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382871223	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382871496	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382872114	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382872205	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382872387	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382872460	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382872544	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382872627	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382873864	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382873948	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382874086	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382874169	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382874243	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382874326	10/06/2016	Spain	02/06/2016	02/09/2016

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SG Issuer	02/06/2016	17/03/2017	LU1382871579	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382871652	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382871736	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382871819	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382871900	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382872031	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382872890	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382872973	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382873195	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	10/03/2017	LU1382873278	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	10/03/2017	LU1382873351	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	10/03/2017	LU1382873435	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382873518	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382873609	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382873781	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382870845	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382870928	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	17/03/2017	LU1382871066	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	15/12/2017	LU1382848759	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	15/12/2017	LU1382848833	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	15/12/2017	LU1382848916	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	15/12/2017	LU1382849054	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	15/12/2017	LU1382849138	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	15/12/2017	LU1382849211	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	15/12/2017	LU1382849302	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	15/12/2017	LU1382849484	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	15/12/2017	LU1382849567	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	15/12/2017	LU1382849641	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	15/12/2017	LU1382849724	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	15/12/2017	LU1382849997	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	15/12/2017	LU1382850060	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	26/10/2017	LU1382847355	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	26/10/2017	LU1382847439	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	26/10/2017	LU1382847603	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	26/10/2017	LU1382847785	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	26/10/2017	LU1382847868	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	15/12/2017	LU1382847942	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	15/12/2017	LU1382848080	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	15/12/2017	LU1382848163	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	15/12/2017	LU1382848247	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	15/12/2017	LU1382848320	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	15/12/2017	LU1382848593	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	15/12/2017	LU1382848676	10/06/2016	Spain	02/06/2016	02/09/2016

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SG Issuer	02/06/2016	16/09/2016	LU1382874672	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382874755	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382874839	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382874912	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382875059	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382875133	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382875216	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382875307	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382875489	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382875562	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382875646	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382875729	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382875992	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382876024	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382876297	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382876370	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382883079	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382883152	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382883236	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382883319	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382883400	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382883582	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382883665	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382883749	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382883822	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382884044	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382884127	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382884390	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382884473	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382884556	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382884630	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382884713	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382884804	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382884986	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382885017	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382885108	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382876453	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382876537	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382876610	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382876701	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382876883	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382876966	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382877006	10/06/2016	Spain	02/06/2016	02/09/2016

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SG Issuer	02/06/2016	16/09/2016	LU1382877188	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382877261	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382877345	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382877428	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382877691	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382877774	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382877857	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382877931	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382878079	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382878152	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382878236	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382878319	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382878400	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382878582	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382878665	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382878749	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382878822	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382879044	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382879127	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382879390	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382879473	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382879556	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382879630	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382879713	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382879804	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382879986	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382880059	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382880133	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/09/2016	LU1382880216	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382880307	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382880489	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382880562	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382880646	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382880729	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382880992	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382881024	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382881297	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382881370	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382881453	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382881537	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382881610	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382881701	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382881883	10/06/2016	Spain	02/06/2016	02/09/2016

Ongoing Public Offers

ISSUER	ISSUE DATE	EXPIRATION DATE	ISIN CODE	LISTING	Pubic Offer Jurisdiction(s)	START DATE	END DATE
SG Issuer	02/06/2016	16/12/2016	LU1382881966	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382882006	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382882188	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382882261	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382882345	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382882428	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382882691	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382882774	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382882857	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	02/06/2016	16/12/2016	LU1382882931	10/06/2016	Spain	02/06/2016	02/09/2016
SG Issuer	03/06/2016	Open Ended	LU1382887815	03/06/2016	Sweden	03/06/2016	03/09/2016
SG Issuer	03/06/2016	Open Ended	LU1382887906	03/06/2016	Sweden	03/06/2016	03/09/2016
SG Issuer	03/06/2016	Open Ended	LU1382888110	03/06/2016	Sweden	03/06/2016	03/09/2016
SG Issuer	03/06/2016	Open Ended	LU1382888383	03/06/2016	Sweden	03/06/2016	03/09/2016
SG Issuer	03/06/2016	Open Ended	LU1382888896	03/06/2016	Sweden	03/06/2016	03/09/2016
SG Issuer	03/06/2016	Open Ended	LU1382889191	03/06/2016	Sweden	03/06/2016	03/09/2016
SG Issuer	03/06/2016	Open Ended	LU1382889357	03/06/2016	Sweden	03/06/2016	03/09/2016
SG Issuer	03/06/2016	Open Ended	LU1382889431	03/06/2016	Sweden	03/06/2016	03/09/2016
SG Issuer	03/06/2016	Open Ended	LU1382889787	03/06/2016	Sweden	03/06/2016	03/09/2016
SG Issuer	03/06/2016	Open Ended	LU1382889860	03/06/2016	Sweden	03/06/2016	03/09/2016
SG Issuer	03/06/2016	Open Ended	LU1382890017	03/06/2016	Sweden	03/06/2016	03/09/2016
SG Issuer	03/06/2016	Open Ended	LU1382890363	03/06/2016	Sweden	03/06/2016	03/09/2016
SG Issuer	03/06/2016	Open Ended	LU1382890447	03/06/2016	Sweden	03/06/2016	03/09/2016
SG Issuer	03/06/2016	Open Ended	LU1382890520	03/06/2016	Sweden	03/06/2016	03/09/2016
SG Issuer	03/06/2016	Open Ended	LU1382890793	03/06/2016	Sweden	03/06/2016	03/09/2016
SG Issuer	03/06/2016	Open Ended	LU1382890959	03/06/2016	Sweden	03/06/2016	03/09/2016
SG Issuer	03/06/2016	Open Ended	LU1382891254	03/06/2016	Sweden	03/06/2016	03/09/2016
SG Issuer	03/06/2016	Open Ended	LU1382891411	03/06/2016	Sweden	03/06/2016	03/09/2016
SG Issuer	03/06/2016	Open Ended	LU1382891502	03/06/2016	Sweden	03/06/2016	03/09/2016
SG Issuer	03/06/2016	Open Ended	LU1382891767	03/06/2016	Sweden	03/06/2016	03/09/2016
SG Issuer	03/06/2016	Open Ended	LU1382892229	03/06/2016	Sweden	03/06/2016	03/09/2016
SG Issuer	03/06/2016	Open Ended	LU1382892492	03/06/2016	Sweden	03/06/2016	03/09/2016
SG Issuer	03/06/2016	Open Ended	LU1382892658	03/06/2016	Sweden	03/06/2016	03/09/2016
SG Issuer	03/06/2016	Open Ended	LU1382932546	03/06/2016	Sweden	03/06/2016	03/09/2016
SG Issuer	03/06/2016	Open Ended	LU1382929328	03/06/2016	Finland	03/06/2016	03/09/2016
SG Issuer	03/06/2016	Open Ended	LU1382929591	03/06/2016	Finland	03/06/2016	03/09/2016
SG Issuer	03/06/2016	Open Ended	LU1382930094	03/06/2016	Finland	03/06/2016	03/09/2016
SG Issuer	03/06/2016	Open Ended	LU1382930177	03/06/2016	Finland	03/06/2016	03/09/2016
SG Issuer	03/06/2016	Open Ended	LU1382930680	03/06/2016	Finland	03/06/2016	03/09/2016
SG Issuer	08/06/2016	Open Ended	LU1382939632	08/06/2016	Finland	08/06/2016	08/09/2016
SG Issuer	08/06/2016	Open Ended	LU1382940481	08/06/2016	Finland	08/06/2016	08/09/2016
SG Issuer	08/06/2016	Open Ended	LU1382941026	08/06/2016	Finland	08/06/2016	08/09/2016
SG Issuer	09/06/2016	Open Ended	LU1382941885	09/06/2016	Sweden	09/06/2016	09/09/2016

ISSUER	ISSUE DATE	EXPIRATION DATE	ISIN CODE	LISTING	Pubic Offer Jurisdiction(s)	START DATE	END DATE
SG Issuer	09/06/2016	Open Ended	LU1382942263	09/06/2016	Sweden	09/06/2016	09/09/2016
SG Issuer	09/06/2016	Open Ended	LU1382943071	09/06/2016	Sweden	09/06/2016	09/09/2016
SG Issuer	09/06/2016	Open Ended	LU1382943238	09/06/2016	Sweden	09/06/2016	09/09/2016
SG Issuer	13/06/2016	Open Ended	LU1382943667	13/06/2016	Finland	13/06/2016	13/09/2016
SG Issuer	14/06/2016	Open Ended	LU1382944632	14/06/2016	Finland	14/06/2016	14/09/2016
SG Issuer	16/06/2016	Open Ended	LU1382947908	16/06/2016	Finland	16/06/2016	16/09/2016
SG Issuer	16/06/2016	Open Ended	LU1382948039	16/06/2016	Finland	16/06/2016	16/09/2016
SG Issuer	20/06/2016	Open Ended	LU1383003313	20/06/2016	Finland	20/06/2016	20/09/2016
SG Issuer	20/06/2016	Open Ended	LU1383003404	20/06/2016	Finland	20/06/2016	20/09/2016
SG Issuer	20/06/2016	Open Ended	LU1383003669	20/06/2016	Sweden	20/06/2016	20/09/2016
SG Issuer	20/06/2016	Open Ended	LU1383003743	20/06/2016	Sweden	20/06/2016	20/09/2016
SG Issuer	20/06/2016	Open Ended	LU1383004121	20/06/2016	Sweden	20/06/2016	20/09/2016
SG Issuer	20/06/2016	Open Ended	LU1383004394	20/06/2016	Sweden	20/06/2016	20/09/2016
SG Issuer	20/06/2016	Open Ended	LU1383004477	20/06/2016	Sweden	20/06/2016	20/09/2016
SG Issuer	29/06/2016	Open Ended	LU1383194310	29/06/2016	Sweden	29/06/2016	29/09/2016
SG Issuer	29/06/2016	Open Ended	LU1383194237	29/06/2016	Sweden	29/06/2016	29/09/2016
SG Issuer	29/06/2016	Open Ended	LU1383193007	29/06/2016	Finland	29/06/2016	29/09/2016
SG Issuer	29/06/2016	Open Ended	LU1383192967	29/06/2016	Finland	29/06/2016	29/09/2016
SG Issuer	29/06/2016	Open Ended	LU1383192611	29/06/2016	Finland	29/06/2016	29/09/2016
SG Issuer	29/06/2016	Open Ended	LU1383192538	29/06/2016	Finland	29/06/2016	29/09/2016
SG Issuer	29/06/2016	Open Ended	LU1383192025	29/06/2016	Finland	29/06/2016	29/09/2016
SG Issuer	29/06/2016	Open Ended	LU1383191563	29/06/2016	Finland	29/06/2016	29/09/2016
SG Issuer	29/06/2016	Open Ended	LU1383194310	29/06/2016	Sweden	29/06/2016	29/09/2016
SG Issuer	29/06/2016	Open Ended	LU1383194237	29/06/2016	Sweden	29/06/2016	29/09/2016
SG Issuer	29/06/2016	Open Ended	LU1383193007	29/06/2016	Finland	29/06/2016	29/09/2016
SG Issuer	29/06/2016	Open Ended	LU1383192967	29/06/2016	Finland	29/06/2016	29/09/2016
SG Issuer	30/06/2016	15/12/2017	LU1438591262	14/07/2016	Spain	30/06/2016	30/09/2016
SG Issuer	30/06/2016	15/12/2017	LU1438591346	14/07/2016	Spain	30/06/2016	30/09/2016
SG Issuer	30/06/2016	15/12/2017	LU1438591429	14/07/2016	Spain	30/06/2016	30/09/2016
SG Issuer	30/06/2016	15/12/2017	LU1438591775	14/07/2016	Spain	30/06/2016	30/09/2016
SG Issuer	30/06/2016	15/12/2017	LU1438591858	14/07/2016	Spain	30/06/2016	30/09/2016
SG Issuer	30/06/2016	15/12/2017	LU1438592070	14/07/2016	Spain	30/06/2016	30/09/2016
SG Issuer	30/06/2016	15/12/2017	LU1438592237	14/07/2016	Spain	30/06/2016	30/09/2016
SG Issuer	30/06/2016	15/12/2017	LU1438589878	14/07/2016	Spain	30/06/2016	30/09/2016
SG Issuer	30/06/2016	15/12/2017	LU1438590702	14/07/2016	Spain	30/06/2016	30/09/2016
SG Issuer	30/06/2016	15/12/2017	LU1438590884	14/07/2016	Spain	30/06/2016	30/09/2016
SG Issuer	30/06/2016	15/12/2017	LU1438590967	14/07/2016	Spain	30/06/2016	30/09/2016
SG Issuer	30/06/2016	15/12/2017	LU1438591007	14/07/2016	Spain	30/06/2016	30/09/2016
SG Issuer	30/06/2016	15/12/2017	LU1438591189	14/07/2016	Spain	30/06/2016	30/09/2016
SG Issuer	30/06/2016	15/12/2017	LU1438587070	14/07/2016	Spain	30/06/2016	30/09/2016
SG Issuer	30/06/2016	15/12/2017	LU1438587237	14/07/2016	Spain	30/06/2016	30/09/2016
SG Issuer	30/06/2016	15/12/2017	LU1438587401	14/07/2016	Spain	30/06/2016	30/09/2016
SG Issuer	30/06/2016	15/12/2017	LU1438587583	14/07/2016	Spain	30/06/2016	30/09/2016

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SG Issuer	30/06/2016	15/12/2017	LU1438587666	14/07/2016	Spain	30/06/2016	30/09/2016
SG Issuer	30/06/2016	15/12/2017	LU1438587823	14/07/2016	Spain	30/06/2016	30/09/2016
SG Issuer	30/06/2016	15/12/2017	LU1438588128	14/07/2016	Spain	30/06/2016	30/09/2016
SG Issuer	30/06/2016	15/12/2017	LU1438588391	14/07/2016	Spain	30/06/2016	30/09/2016
SG Issuer	30/06/2016	15/12/2017	LU1438588714	14/07/2016	Spain	30/06/2016	30/09/2016
SG Issuer	30/06/2016	15/12/2017	LU1438588805	14/07/2016	Spain	30/06/2016	30/09/2016
SG Issuer	30/06/2016	15/12/2017	LU1438588987	14/07/2016	Spain	30/06/2016	30/09/2016
SG Issuer	30/06/2016	15/12/2017	LU1438589019	14/07/2016	Spain	30/06/2016	30/09/2016
SG Issuer	30/06/2016	15/12/2017	LU1438589100	14/07/2016	Spain	30/06/2016	30/09/2016
SG Issuer	30/06/2016	15/12/2017	LU1438589282	14/07/2016	Spain	30/06/2016	30/09/2016
SG Issuer	30/06/2016	15/12/2017	LU1438589449	14/07/2016	Spain	30/06/2016	30/09/2016
SG Issuer	30/06/2016	15/12/2017	LU1438589522	14/07/2016	Spain	30/06/2016	30/09/2016
SG Issuer	06/07/2016	Open Ended	LU1416124334	06/07/2016	Sweden	06/07/2016	06/10/2016
SG Issuer	06/07/2016	Open Ended	LU1416124094	06/07/2016	Sweden	06/07/2016	06/10/2016
SG Issuer	06/07/2016	Open Ended	LU1416123955	06/07/2016	Sweden	06/07/2016	06/10/2016
SG Issuer	06/07/2016	Open Ended	LU1416123526	06/07/2016	Sweden	06/07/2016	06/10/2016
SG Issuer	06/07/2016	Open Ended	LU1416123369	06/07/2016	Sweden	06/07/2016	06/10/2016
SG Issuer	06/07/2016	Open Ended	LU1416123104	06/07/2016	Sweden	06/07/2016	06/10/2016
SG Issuer	06/07/2016	Open Ended	LU1416123013	06/07/2016	Sweden	06/07/2016	06/10/2016
SG Issuer	06/07/2016	Open Ended	LU1416122981	06/07/2016	Sweden	06/07/2016	06/10/2016
SG Issuer	06/07/2016	Open Ended	LU1416122809	06/07/2016	Sweden	06/07/2016	06/10/2016
SG Issuer	06/07/2016	Open Ended	LU1416122718	06/07/2016	Sweden	06/07/2016	06/10/2016
SG Issuer	06/07/2016	Open Ended	LU1416122635	06/07/2016	Sweden	06/07/2016	06/10/2016
SG Issuer	06/07/2016	Open Ended	LU1416122049	06/07/2016	Sweden	06/07/2016	06/10/2016
SG Issuer	06/07/2016	Open Ended	LU1416121587	06/07/2016	Sweden	06/07/2016	06/10/2016
SG Issuer	08/07/2016	Open Ended	LU1416146063	08/07/2016	Sweden	08/07/2016	08/10/2016
SG Issuer	08/07/2016	Open Ended	LU1416149083	08/07/2016	Sweden	08/07/2016	08/10/2016
SG Issuer	08/07/2016	Open Ended	LU1416148945	08/07/2016	Sweden	08/07/2016	08/10/2016
SG Issuer	08/07/2016	Open Ended	LU1416148606	08/07/2016	Sweden	08/07/2016	08/10/2016
SG Issuer	08/07/2016	Open Ended	LU1416148515	08/07/2016	Sweden	08/07/2016	08/10/2016
SG Issuer	08/07/2016	Open Ended	LU1416147970	08/07/2016	Sweden	08/07/2016	08/10/2016
SG Issuer	08/07/2016	Open Ended	LU1416147624	08/07/2016	Sweden	08/07/2016	08/10/2016
SG Issuer	08/07/2016	Open Ended	LU1416147038	08/07/2016	Sweden	08/07/2016	08/10/2016
SG Issuer	08/07/2016	Open Ended	LU1416146659	08/07/2016	Sweden	08/07/2016	08/10/2016
SG Issuer	08/07/2016	Open Ended	LU1416146576	08/07/2016	Sweden	08/07/2016	08/10/2016
SG Issuer	08/07/2016	Open Ended	LU1416146493	08/07/2016	Sweden	08/07/2016	08/10/2016
SG Issuer	08/07/2016	Open Ended	LU1416145925	08/07/2016	Sweden	08/07/2016	08/10/2016
SG Issuer	08/07/2016	Open Ended	LU1416145842	08/07/2016	Sweden	08/07/2016	08/10/2016
SG Issuer	08/07/2016	Open Ended	LU1416145503	08/07/2016	Sweden	08/07/2016	08/10/2016
SG Issuer	08/07/2016	Open Ended	LU1416145412	08/07/2016	Sweden	08/07/2016	08/10/2016
SG Issuer	08/07/2016	Open Ended	LU1416144795	08/07/2016	Sweden	08/07/2016	08/10/2016
SG Issuer	08/07/2016	Open Ended	LU1416144100	08/07/2016	Sweden	08/07/2016	08/10/2016
SG Issuer	08/07/2016	Open Ended	LU1416144019	08/07/2016	Sweden	08/07/2016	08/10/2016

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SG Issuer	08/07/2016	Open Ended	LU1416143987	08/07/2016	Sweden	08/07/2016	08/10/2016
SG Issuer	08/07/2016	Open Ended	LU1416143391	08/07/2016	Sweden	08/07/2016	08/10/2016
SG Issuer	08/07/2016	Open Ended	LU1416143128	08/07/2016	Sweden	08/07/2016	08/10/2016
SG Issuer	08/07/2016	Open Ended	LU1416143045	08/07/2016	Finland	08/07/2016	08/10/2016
SG Issuer	08/07/2016	Open Ended	LU1416142823	08/07/2016	Finland	08/07/2016	08/10/2016
SG Issuer	08/07/2016	Open Ended	LU1416142583	08/07/2016	Finland	08/07/2016	08/10/2016
SG Issuer	08/07/2016	Open Ended	LU1416142070	08/07/2016	Finland	08/07/2016	08/10/2016
SG Issuer	08/07/2016	Open Ended	LU1416141775	08/07/2016	Finland	08/07/2016	08/10/2016
SG Issuer	08/07/2016	Open Ended	LU1416141692	08/07/2016	Finland	08/07/2016	08/10/2016
SG Issuer	08/07/2016	Open Ended	LU1416140884	08/07/2016	Finland	08/07/2016	08/10/2016
SG Issuer	08/07/2016	Open Ended	LU1416140702	08/07/2016	Finland	08/07/2016	08/10/2016
SG Issuer	08/07/2016	Open Ended	LU1443950693	08/07/2016	Sweden	08/07/2016	08/10/2016
SG Issuer	08/07/2016	Open Ended	LU1443951311	08/07/2016	Finland	08/07/2016	08/10/2016
SG Issuer	08/07/2016	Open Ended	LU1443950933	08/07/2016	Finland	08/07/2016	08/10/2016
SG Issuer	08/07/2016	Open Ended	LU1443950420	08/07/2016	Sweden	08/07/2016	08/10/2016
SG Issuer	08/07/2016	Open Ended	LU1443950263	08/07/2016	Sweden	08/07/2016	08/10/2016
SG Issuer	18/07/2016	30/09/2022	LU1377588907	18/07/2016	Ireland	07/10/2016	07/10/2016
SG Issuer	19/07/2016	16/12/2016	LU1416166764	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/12/2016	LU1416166848	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/12/2016	LU1416166921	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/12/2016	LU1416167143	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/12/2016	LU1416167226	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/12/2016	LU1416167069	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/09/2016	LU1416162342	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/12/2016	LU1416162425	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/12/2016	LU1416162698	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	17/03/2017	LU1416162771	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/12/2016	LU1416162854	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	17/03/2017	LU1416162938	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/09/2016	LU1416163076	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/12/2016	LU1416163159	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/12/2016	LU1416163233	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	17/03/2017	LU1416163316	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	17/03/2017	LU1416163407	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	21/10/2016	LU1416163589	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	18/11/2016	LU1416163662	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/12/2016	LU1416163746	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	17/03/2017	LU1416163829	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/06/2017	LU1416164041	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	21/12/2018	LU1416164124	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/12/2016	LU1416164397	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/12/2016	LU1416164470	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/12/2016	LU1416164553	01/08/2016	Spain	19/07/2016	19/10/2016

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SG Issuer	19/07/2016	17/03/2017	LU1416164637	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/09/2016	LU1416165360	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/12/2016	LU1416165444	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/12/2016	LU1416165527	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/12/2016	LU1416165790	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	17/03/2017	LU1416165873	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/12/2016	LU1416165956	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	17/03/2017	LU1416166095	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/12/2016	LU1416166178	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	17/03/2017	LU1416166251	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/09/2016	LU1416166335	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	18/11/2016	LU1416166418	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/12/2016	LU1416166509	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/12/2016	LU1416166681	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/12/2016	LU1416161963	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	17/03/2017	LU1416162003	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/12/2016	LU1416162185	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	17/03/2017	LU1416162268	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/12/2016	LU1416164710	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	17/03/2017	LU1416164801	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/12/2016	LU1416164983	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	17/03/2017	LU1416165014	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	17/03/2017	LU1416165105	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/06/2017	LU1416165287	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/09/2016	LU1416167499	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/12/2016	LU1416167572	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/12/2016	LU1416167655	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/09/2016	LU1416168208	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/09/2016	LU1416167739	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/09/2016	LU1416167812	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/12/2016	LU1416167903	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/12/2016	LU1416168034	01/08/2016	Spain	19/07/2016	19/10/2016
SG Issuer	19/07/2016	16/12/2016	LU1416168117	01/08/2016	Spain	19/07/2016	19/10/2016

BASE PROSPECTUS USER GUIDE



INTRODUCTION

The purpose of this section or "User Guide" is to provide a simple tool for investors to help them navigate throughout various documents made available in relation to the Warrants issued by Société Générale, SG Issuer and Société Générale Effekten GmbH (the "**Products**" or a "**Product**").

DOCUMENTATION

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

The Base Prospectus

This document:

- contains a summary (where the context requires), the information relating to the issuers and to the guarantor of the Warrants, the general risk factors;
- describes the general terms and conditions of the Warrants; and
- details all the possible specific characteristics of the Warrants, including all possible payoff formulae used to calculate the settlement price due early or at expiration and to calculate the exercise price in case of turbo products, and a wide range of underlying assets.

These possible payoff formulae are set out, according to the relevant issuance and underlying asset(s), in the Terms and Conditions of the English Law Warrants or the Terms and Conditions of the French Law Warrants, the Additional Terms and Conditions relating to Formulae or any other relevant Additional Terms and Conditions.

The Supplement(s)(if any)

This document is issued for every significant new factor, material mistake or inaccuracy relating to the information included in the Base Prospectus which is capable of affecting the assessment of the Warrants and is made available on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website of the Issuers (www.sgbourse.fr, www.sglistedproducts.co.uk, www.societegenerale.se, www.societegenerale.fi, www.sgbolsa.es, www.prodotti.societegenerale.it and www.beurs.societegenerale.nl).

The Final Terms

This document is issued for each specific issue of Warrants and may include, when the context requires it, a summary specific to such issue of Warrants (referred to as **issue specific summary**) and contains:

- the general characteristics, e.g. issuer, relevant identification codes, etc;
- the financial characteristics, e.g. Settlement Price, Exercise Price, Parity, early expiration
- mechanism (if any) and the related definitions;
- the underlying asset(s) to which the Product is linked; and
- the relevant dates, e.g. Issue Date, Settlement Date, Expiration Date, Event-linked Early; and
- Expiration Date, Valuation Dates, Underlying Level Calculation Date.

The Base Prospectus, the Final Terms and the issue specific summary are available on the following websites:

- www.bourse.lu, or www.sglistedproducts.co.uk, as the case may be, when the Warrants are offered to the public in Luxembourg or are admitted to trading on the Regulated Market of the Luxembourg Stock Exchange; ,

- www.sgbourse.fr when the Warrants are offered to the public or admitted to trading on a Regulated Market in France;

- www.sglistedproducts.co.uk when the Warrants are offered to the public or admitted to trading on a Regulated Market in the United Kingdom or Ireland;

- www.societegenerale.se when the Warrants are offered to the public or admitted to trading on a Regulated Market in Sweden or Norway;
- www.societegenerale.fi when the Warrants are offered to the public or admitted to trading on a Regulated Market in Finland;
- www.sgbolsa.es when the Warrants are offered to the public or admitted to trading on a Regulated Market in Spain;
- www.prodotti.societegenerale.it when the Warrants are offered to the public or admitted to trading on a Regulated Market in Italy;
- www.beurs.societegenerale.nl when the Warrants are offered to the public or admitted to trading on a Regulated Market in the Netherlands.

HOW TO NAVIGATE IN THE BASE PROSPECTUS

THE VARIOUS SECTIONS OF THE BASE PROSPECTUS:

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TERMS AND CONDITIONS OF THE ENGLISH LAW WARRANTS
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ADDITIONAL TERMS AND CONDITIONS RELATING TO ONE-DELTA,
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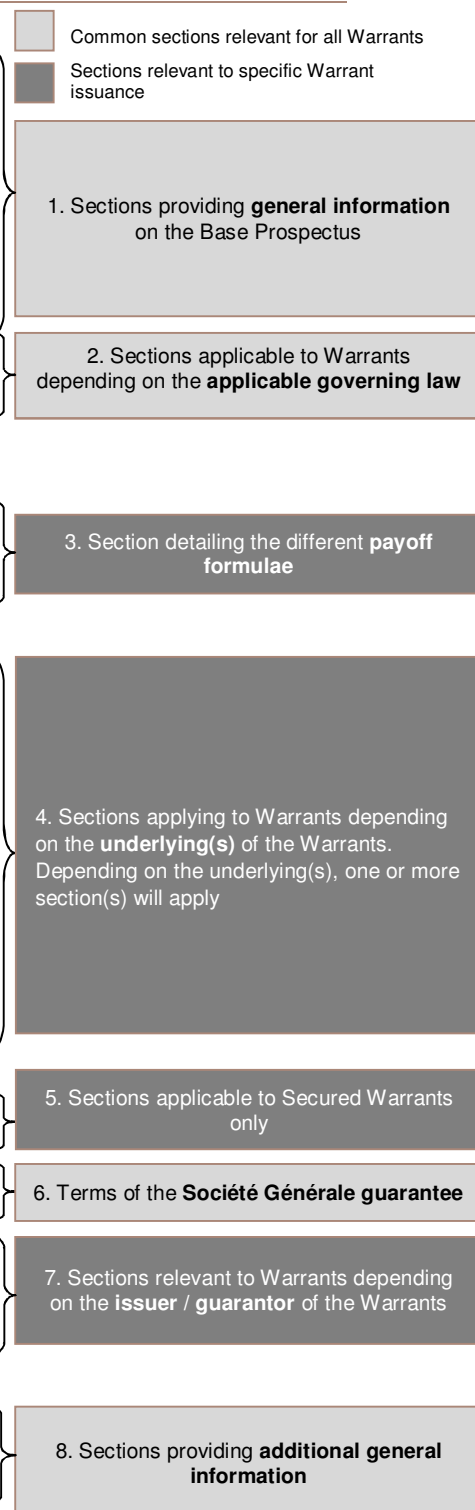
ADDITIONAL TERMS AND CONDITIONS FOR SHARE LINKED WARRANTS
ADDITIONAL TERMS AND CONDITIONS FOR INDEX LINKED WARRANTS
ADDITIONAL TERMS AND CONDITIONS FOR SGI INDEX LINKED WARRANTS
ADDITIONAL TERMS AND CONDITIONS FOR DEPOSITARY RECEIPTS LINKED WARRANTS
ADDITIONAL TERMS AND CONDITIONS FOR DIVIDEND LINKED WARRANTS
ADDITIONAL TERMS AND CONDITIONS FOR ETF LINKED WARRANTS
ADDITIONAL TERMS AND CONDITIONS FOR REFERENCE RATE LINKED WARRANTS
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ADDITIONAL TERMS AND CONDITIONS FOR ETP LINKED WARRANTS
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TAXATION
SUBSCRIPTION, SALE AND TRANSFER RESTRICTIONS
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Warrants issued under the Base Prospectus rely on **several generic sections** of the Base Prospectus detailed above, but, depending on the characteristics of the Warrants, **not all sections of the Base Prospectus will be relevant to a specific Warrants issuance.**

HOW CASH SETTLED WARRANTS WORK

Unless previously exercised or cancelled as specified in the Terms and Conditions, each Cash Settled Warrant entitles its Warrantholder to receive from the Issuer on the Settlement Date a cash settlement amount specified in the applicable Final Terms (the **Cash Settlement Amount**).

Cash Settlement Amount means an amount in the Settlement Currency equal to the excess (if any, converted if necessary on the basis of the rate specified in the Final Terms) of:

- (1) in the case of **Call Warrants**, the Settlement Price over the Exercise Price; or
- (2) in the case of **Put Warrants**, the Exercise Price over the Settlement Price; and

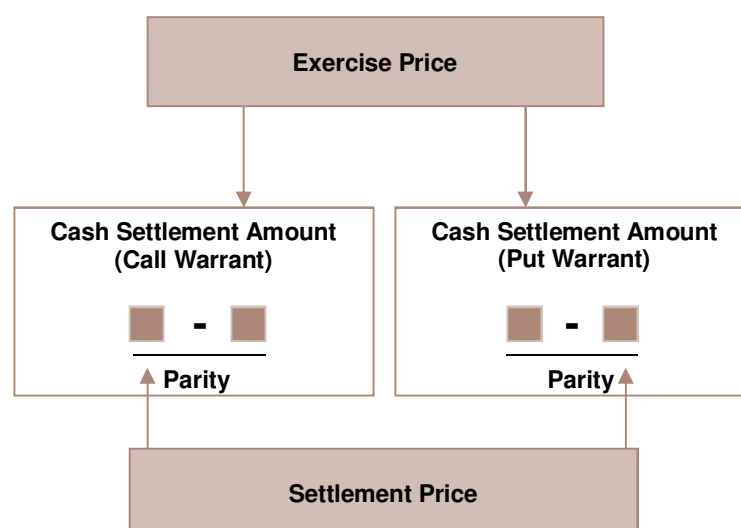
then divided (if applicable) by the Parity

Settlement Price shall be the Final Settlement Price or the Early Settlement Price and have the meaning given to it in the Additional Terms and Conditions relating to Formulae or the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants corresponding to the Reference of the Product specified in the applicable Final Terms.

Exercise Price shall have the meaning given to it in the Final Terms as may be amended in the case of Turbo Warrants during the life of such Warrants in accordance with the provisions of the Additional Terms and Conditions relating to Formulae or the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants.

Parity shall have the meaning given to it in the Final Terms.

The following diagram aims to illustrate how the Cash Settlement Amount is computed:



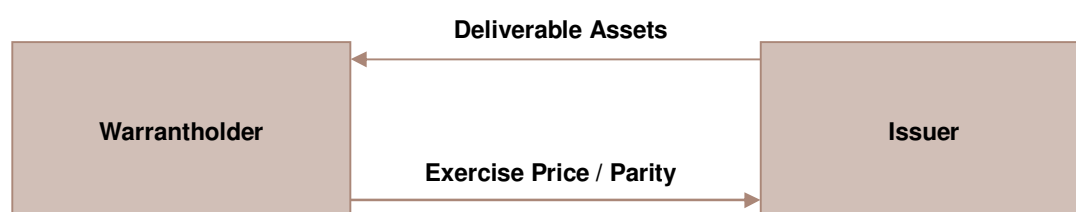
HOW PHYSICAL DELIVERY WARRANTS WORK

Unless previously exercised or cancelled as specified in the Terms and Conditions, each Physical Delivery Warrant entitles its Warrantholder to receive from the Issuer a payment in physical assets (called the **Deliverable Assets**), the quantity of which is determined by reference to the **Physical Delivery Amount**, subject to the Warrantholder paying the Exercise Price divided, if applicable, by the Parity to the Issuer following exercise in accordance with the Terms and Conditions and any Exercise Expenses.

The Physical Delivery Amount is equal to Settlement Price specified in the applicable Final Terms divided, if applicable, by Parity specified in the applicable Final Terms.

Physical Delivery Warrants may only be Call Warrants and may not be subject to automatic exercise.

The following scheme aims to illustrate how Physical Delivery Warrants operate on the Settlement Date:

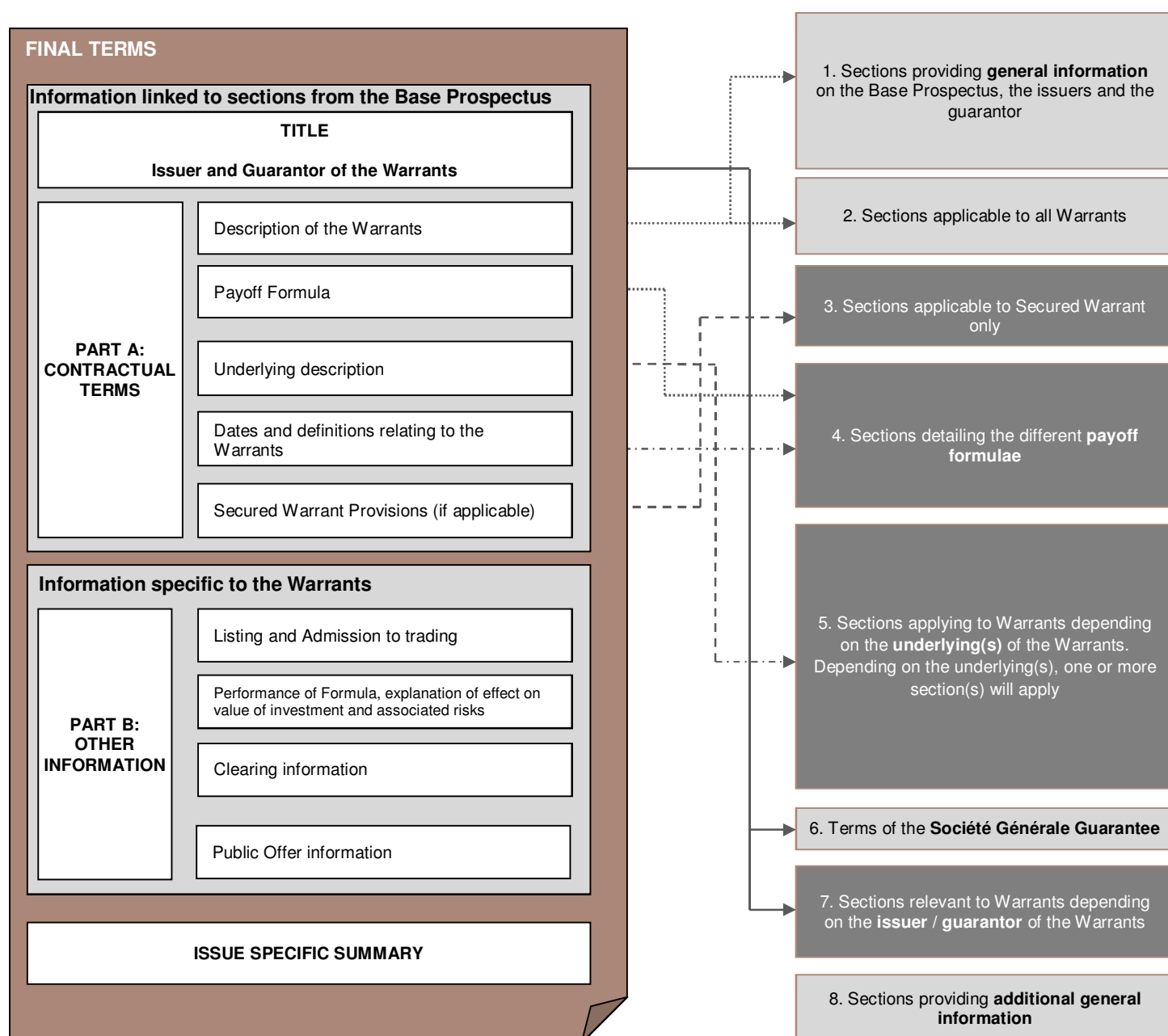


HOW TO READ THE FINAL TERMS

The applicable Final Terms are divided in three parts:

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

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



HOW TO READ THE ADDITIONAL TERMS AND CONDITIONS RELATING TO ONE-DELTA, FIXED LEVERAGE AND TURBO WARRANTS

All payoff formulae for One-Delta, Fixed Leverage and Turbo Warrants will be described in the section "ADDITIONAL TERMS AND CONDITIONS RELATING TO ONE-DELTA, FIXED LEVERAGE AND TURBO WARRANTS"

The section entitled "ADDITIONAL TERMS AND CONDITIONS RELATING TO ONE-DELTA, FIXED LEVERAGE AND TURBO WARRANTS" is the section of the Base Prospectus where all payoff formulae for One-Delta, Fixed Leverage and Turbo Warrants are detailed.

This section contains:

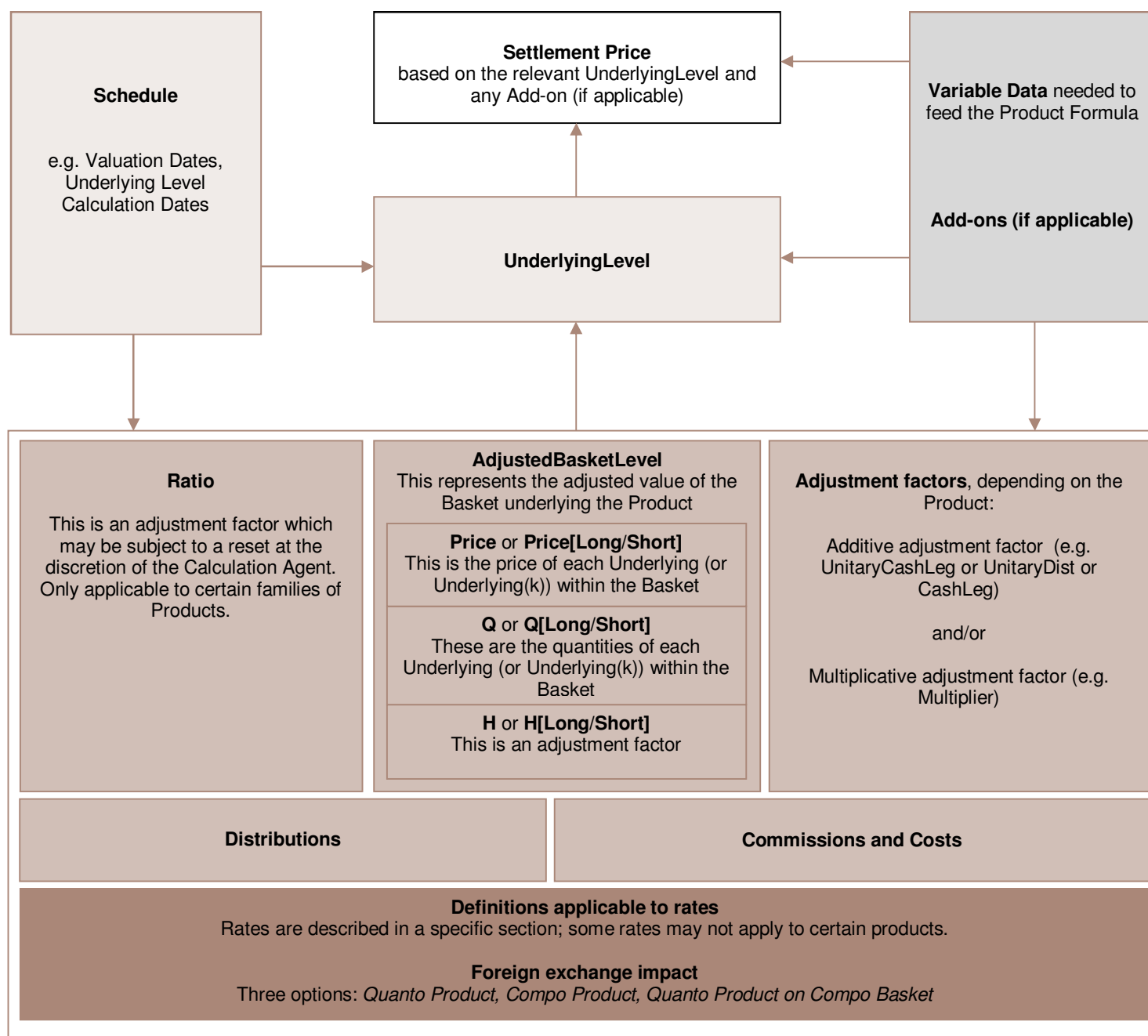
- ✚ an exhaustive list of Products with their respective Product Formula, regrouped in three Families of Products (*Condition 3 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants*);
- ✚ a section describing the concept of Reference Price (*Condition 4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants*);
- ✚ the definitions of all Variable Data needed as input in the different Product Formulae (*Condition 5 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants*); and
- ✚ the definition of all add-ons that may be used as an additional feature of a Product Formula.

How One-Delta Products work

The One-Delta family is composed of four main products:

- One-Delta Products (Additive Formula)
- One-Delta Products (Multiplicative Formula)
- One-Delta Long Short Products
- One-Delta Bear Products

The calculation method of the Product Formula of a One-Delta Product takes into account a number of parameters and options. Some parameters in the pay-offs are optional.



How Fixed Leverage Products work

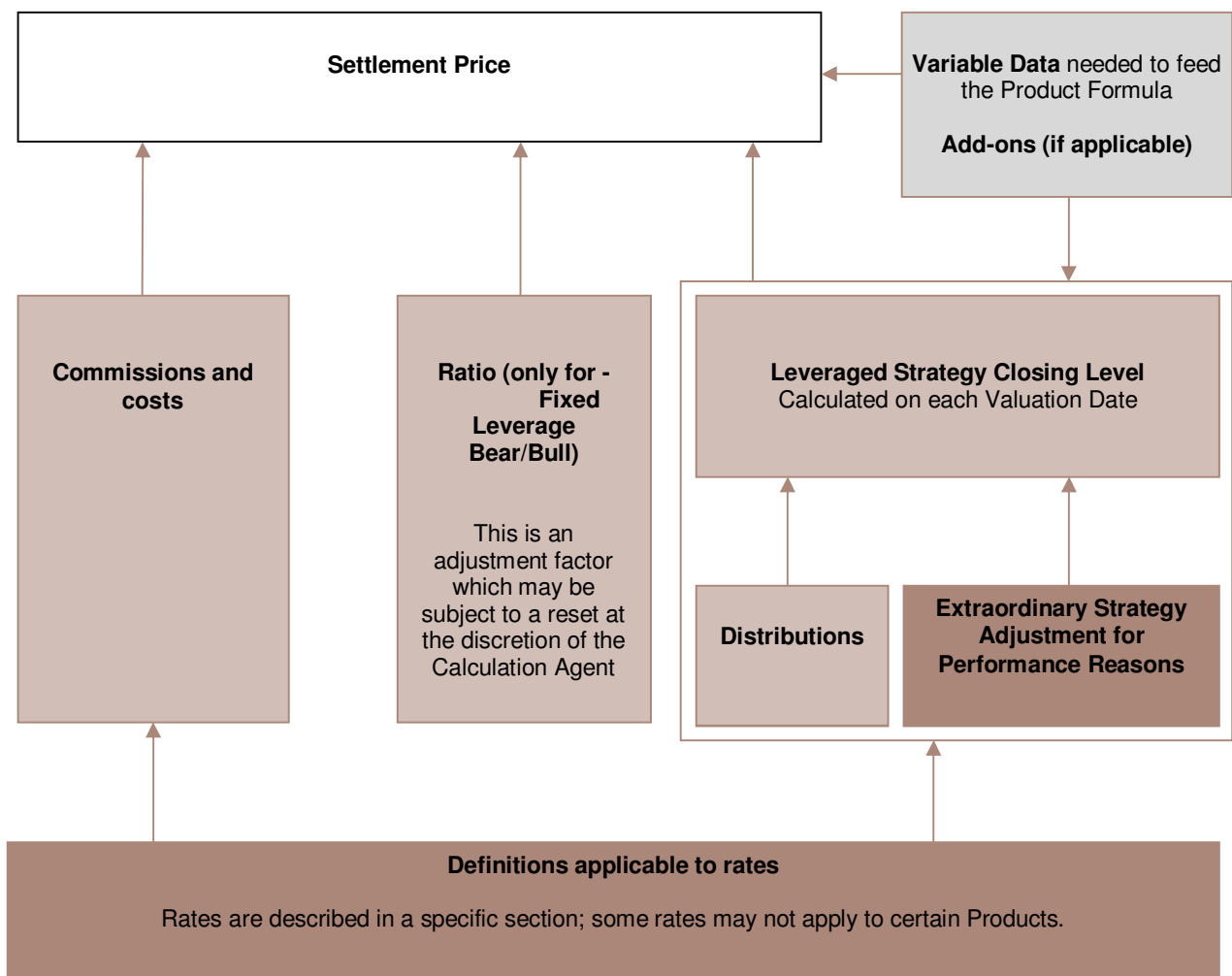
The Fixed Leverage family is composed of three main products:

- Fixed Leverage Bear
- Fixed Leverage Bull
- Fixed Leverage on Futures

The computation of the Settlement Price relies on four main elements:

- (i) The calculation of the Leveraged Strategy Closing Level
- (ii) The input of distributions, commissions and cost
- (iii) The presence of a multiplicative adjustment ratio (the **Ratio**) which may be reset by the Calculation Agent during the life of the Product
- (iv) The occurrence and impact of an Extraordinary Strategy Adjustment for Performance Reasons

The following diagram aims to illustrate how the Product Formula of Fixed Leverage Products is computed:

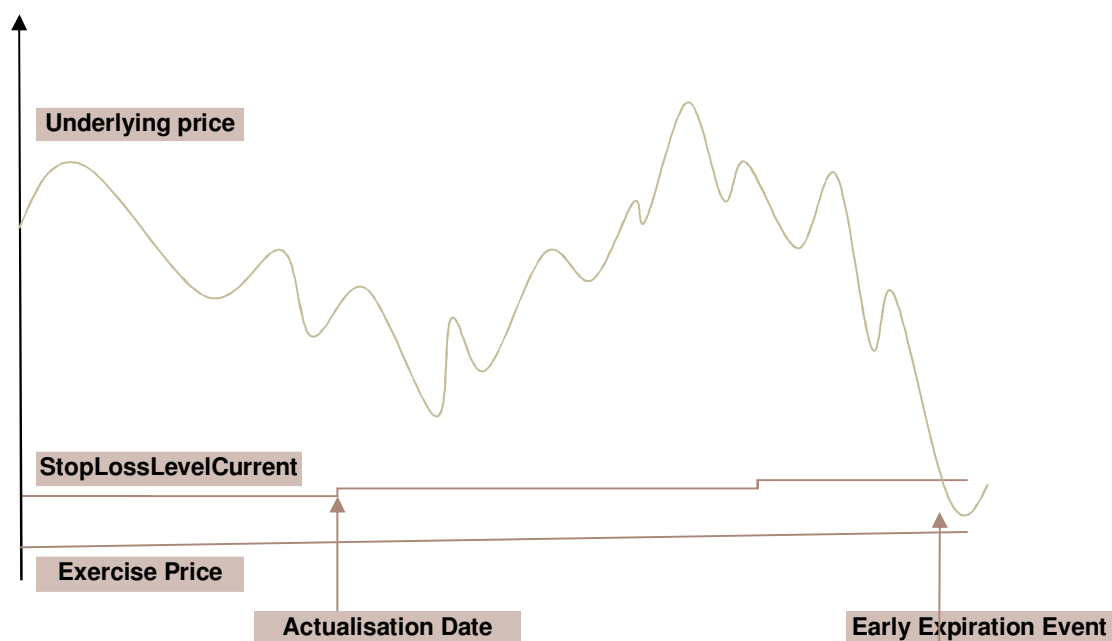


How Turbo Products work

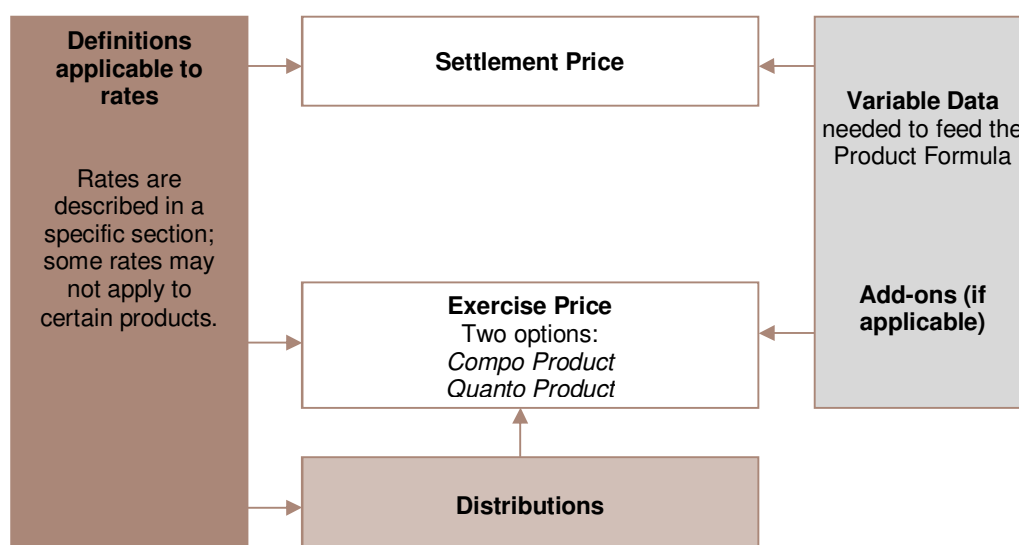
Turbo Products exhibits the following characteristics:

- They embed a stop loss feature (however, in some cases the level of stop loss might be the same as the exercise price)
- They may have an Exercise Price which varies over time

This following graph aims to show how Turbo variables change over time with the example of a Call Turbo Product:



The following diagram aims to illustrate how the Exercise Price and Settlement Price are computed:

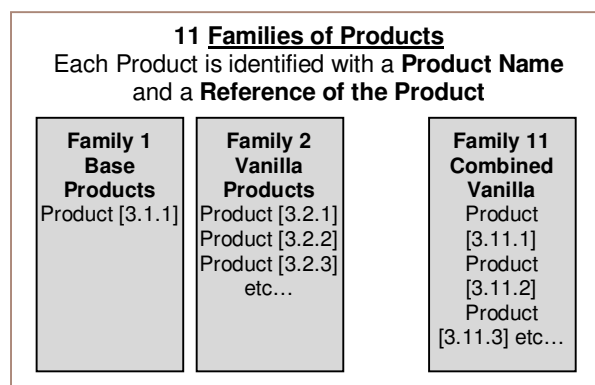


HOW TO READ THE ADDITIONAL TERMS AND CONDITIONS RELATING TO FORMULAE

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

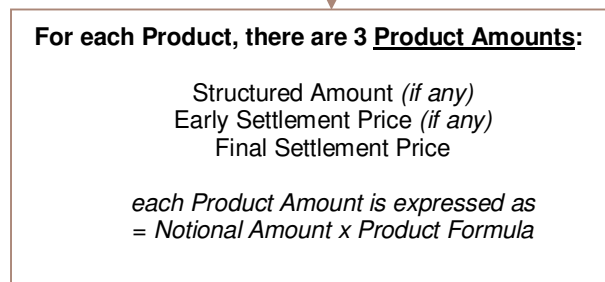
- ✚ a list of Products with their respective Product Formulae, regrouped in Families of Products (*Condition 3 of the Additional Terms and Conditions relating to Formulae*);
- ✚ an exhaustive list of Reference Formulae (*Condition 4 of the Additional Terms and Conditions relating to Formulae*);
- ✚ the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

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



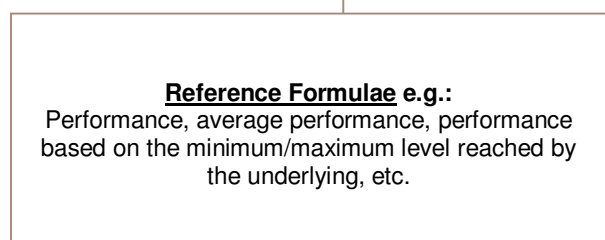
Each Product Amount describes an amount due under the Products:

- ✚ the **Structured Amount**
- ✚ in case of an Event-linked Early Expiration: the **Early Settlement Price** or "ESP"
- ✚ On the Final Valuation Date: the **Final Settlement Price** or "FSP"



Variable Data
needed to
feed the
Product
Formulae or
the Reference
Formulae
e.g.:
Participation,
Barrier, etc...

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

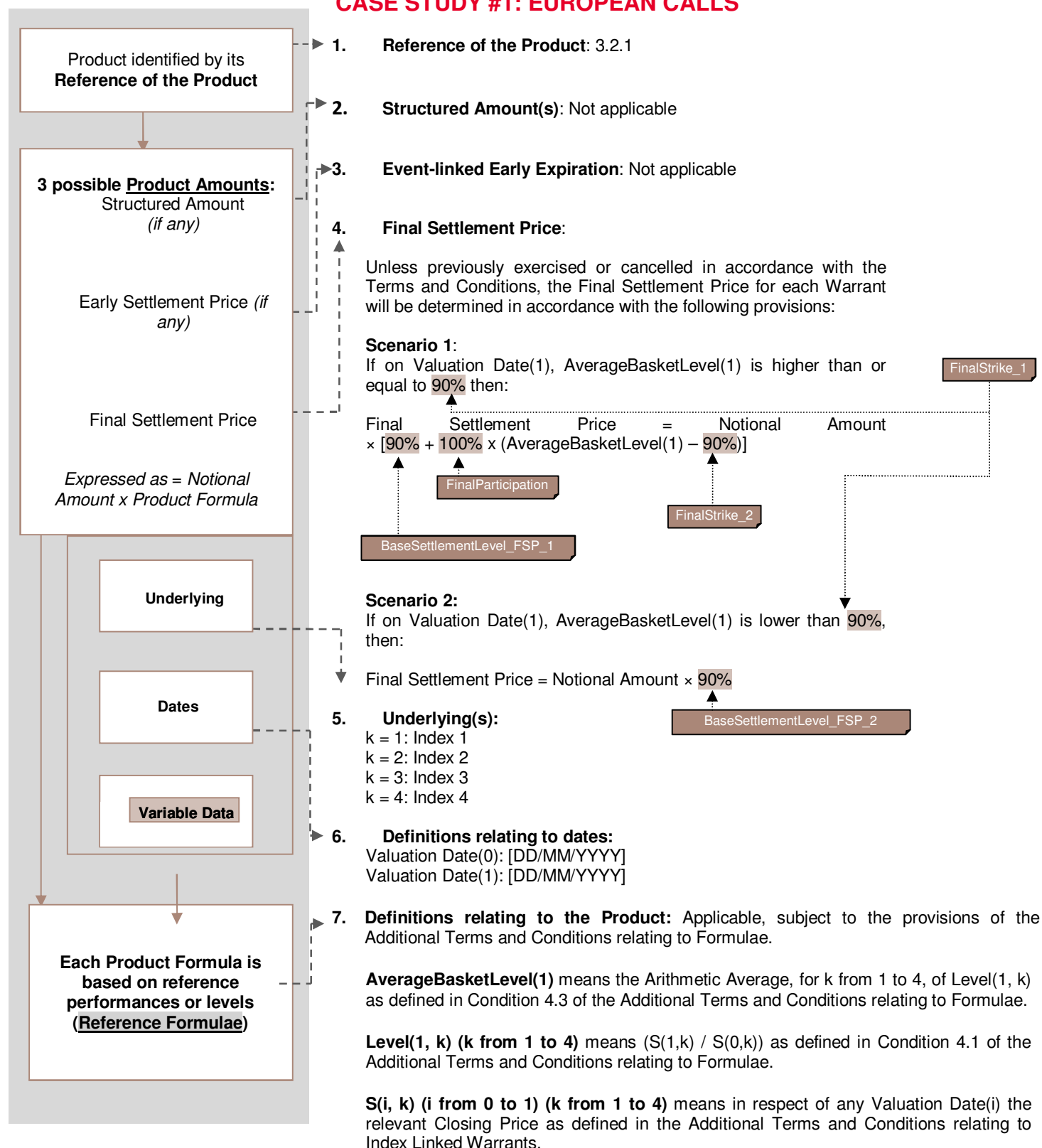


Add ons (if applicable)
e.g.:
Structured Amount Add-on etc...

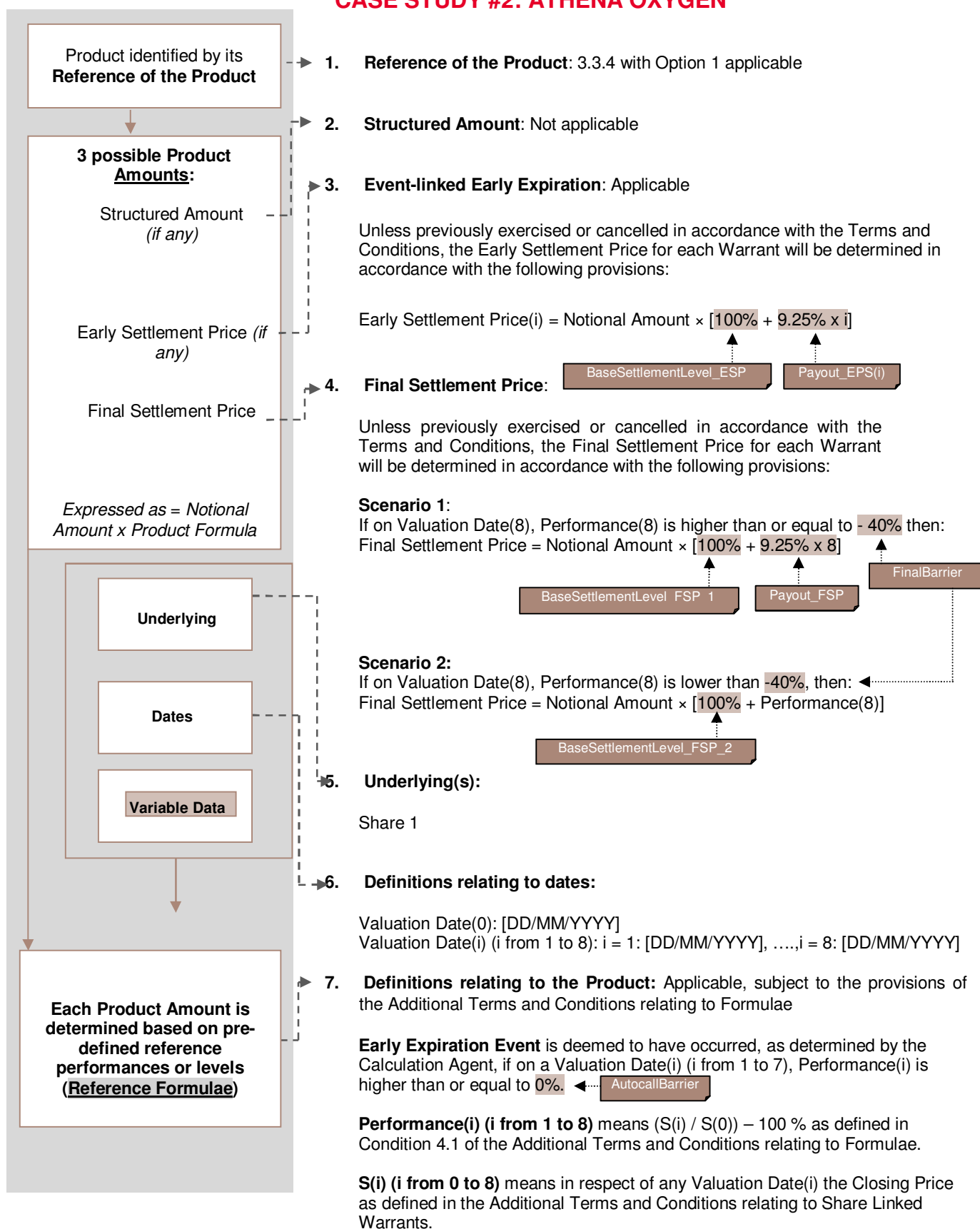
EXAMPLES OF FINAL TERMS - FOCUS ON PART A – PAYOFF FORMULA

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

CASE STUDY #1: EUROPEAN CALLS



CASE STUDY #2: ATHENA OXYGEN



CASE STUDY #3: ONE-DELTA PRODUCT (MULTIPLICATIVE FORMULA) – Quanto - Total return - with a basic basket

1. **Reference of the Product:** 3.1.2
2. **Event-linked Early Expiration:** Not applicable
3. **Final Settlement Price:**

Unless previously exercised or cancelled as specified in the Terms and Conditions, the Final Settlement Price for each Warrant will be determined in accordance with the following provisions:

Final Settlement Price = Notional Amount
 $\times (0.5\% + \text{UnderlyingLevel}(T))$

BaseSettlementLevel_FSP

4. **Underlying(s):**

k = 1: Share 1
 k = 2: Share 2
 k = 3: Share 3
 k = 4: Share 4

5. **Definitions relating to dates:**

Valuation Date(0): [DD/MM/YYYY]

Valuation Date(1): [DD/MM/YYYY]

Underlying Level Calculation Date(1) [DD/MM/YYYY]

Underlying Level Calculation Date(2) [DD/MM/YYYY]

[...]

Underlying Level Calculation Date(56) [DD/MM/YYYY]

6. **Definitions relating to the Product:** Applicable, subject to the provisions of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants

For One-Delta Products (Multiplicative Formula), the calculation of **UnderlyingLevel(ULCD(i))** on each Underlying Level Calculation Date(i) relies on a method which includes the computation of:

- a level (equal to **AdjustedBasketValue(ULCD(i))/InitialBasketValue**) adjusted by **Ratio**;
- an exposure adjustment factor (**Multiplier**) which takes into account elements which relate to the characteristics of the OneDeltaBasket; and
- an additive adjustment factor (**UnitaryDist**) which is defined as the sum of elements which relate to distributions (if any) made by each Underlying(k) within OneDeltaBasket.

UnderlyingLevel is determined in respect of each Underlying Level Calculation Date(i) in accordance with the following formula:

$$\text{UnderlyingLevel}(\text{ULCD}(i)) = \text{Max}\{0 ; \text{Multiplier}(\text{ULCD}(i)) \times (\text{AdjustedBasketValue}(\text{ULCD}(i)) / \text{InitialBasketValue}) + \text{UnitaryDist}(\text{ULCD}(i))\}$$

BasketValue(ULCD(0))

$$\text{UnderlyingLevel}(\text{ULCD}(i)) = \text{Max}\{0 ; \text{Multiplier}(\text{ULCD}(i)) \times (\text{BasketValue}(\text{ULCD}(i)) / \text{InitialBasketValue})\}$$

As this additive factor is equal to 0 over time, according to Provision 2.4, it can be omitted.

As the adjustment factor H, in this case, is considered equal to 0, then AdjustedBasketValue is equal to BasketValue and according to provision 2.4 the definition of AdjustedBasketValue can be omitted for the definition of BasketValue.

BasketValue(ULCD(i))	means, in respect of each Underlying Level Calculation Date(i), the sum of the Reference Price of each Underlying(k) as of such Underlying Level Calculation Date(i) (such Reference Price being Price(ULCD(i),k)), each such Reference
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	<p>Price being multiplied by a factor which represents the quantity of such Underlying(k) within the OneDeltaBasket, as of such Underlying Level Calculation Date(i) (such quantity being Q(ULCD(i),k)). BasketValue(ULCD(i)) is therefore determined in accordance with the following formula:</p> $\text{BasketValue(ULCD(i))} = \sum (k \text{ from } 1 \text{ to } 4) (Q(\text{ULCD(i),k}) \times \text{Price(ULCD(i),k)})$ <p style="text-align: right;">N</p>
Dist(ULCD(i),k)	<p>means, for each Underlying Level Calculation Date(i) and each Underlying(k), the Gross Ordinary Distribution in respect of Underlying(k) with an ex date which is between the Underlying Level Calculation Date(i-1) (excluded) and the Underlying Level Calculation Date(i) (included).</p>
FXDistTotalReturn(ULCD(i),k)	<p>means, for each Underlying Level Calculation Date(i) and each Underlying(k):</p> <p>the currency exchange rate used to convert the currency of Dist(ULCD(i),k) into the denomination currency of Price(ULCD(i),k) as of 17:30 London Time of the Underlying Level Calculation Date(i-1), as published by the ECB or any successor thereto. If no such currency exchange rate is available at 17:30 London Time Underlying Level Calculation Date(i-1), the Calculation Agent shall determine such rate in respect of the Underlying Level Calculation Date(i-1).</p> <p style="text-align: right;">FXSourceFixingTime</p> <p style="text-align: right;">FXSource</p>
Multiplier(ULCD(i))	<p>in respect of each Underlying Level Calculation Date(i):</p> <p>On the Underlying Level Calculation Date(0)</p> $\text{Multiplier(ULCD(0))} = 1$ <p style="text-align: right;">MultiplierInitial</p> <p>Multiplier(ULCD(i)) is determined for each subsequent Underlying Level Calculation Date(i) in accordance with the following formula:</p> $\text{Multiplier(ULCD(i))} = \text{Multiplier(ULCD(i-1))} \times (1 + \% \text{RepoRate(ULCD(i))} - \% \text{QuantoRate(ULCD(i))} - \% \text{GapPremiumRate(ULCD(i))} - \% \text{CommissionRate(ULCD(i))})^{\text{ACT(ULCD(i-1);ULCD(i))} / 365}$ <p style="text-align: right;">DayCountBasis</p>
Price(ULCD(i),k)	<p>Price(ULCD(i),k) means, in respect of each Underlying Level Calculation Date(i) and each Underlying(k):</p> <p><i>If the Underlying Level Calculation Date(i) is not a Valuation Date:</i> the latest available Reference Price of such Underlying(k) as of such Underlying Level Calculation Date(i).</p> <p><i>If the Underlying Level Calculation Date(i) is a Valuation Date:</i> the Reference Price of such Underlying(k) as of such Underlying Level Calculation Date(i), and subject to the adjustments and provisions of the Additional Terms and Conditions relating to such Underlying(k).</p>
Q(ULCD(i),k)	<p>shall be determined for each Underlying Level Calculation Date(i) in accordance with the following formulae:</p> <p>On the Underlying Level Calculation Date(0), for each Underlying(k) (k from 1 to 4),</p> $Q(\text{ULCD(0),k}) = Q\text{Initial(k)}$ <p style="text-align: right;">N</p> <p>For each subsequent Underlying Level Calculation Date(i) and each Underlying(k) (k from 1 to 4) subject to any adjustment as per the Additional Terms and Conditions relating to such Underlying(k), Q(ULCD(i),k) shall be determined in accordance with the following formulae:</p> $Q(\text{ULCD(i),k}) = Q(\text{ULCD(i-1),k}) \times (1 + \% \text{DistRateBasket(ULCD(i),k)} \times \text{Dist(ULCD(i),k)} \times \text{FXDistTotalReturn(ULCD(i),k)} / (\text{Price(ULCD(i-1),k)} - \text{Dist(ULCD(i),k)} \times \text{FXDistTotalReturn(ULCD(i),k)}))$
UnderlyingLevel(ULCD(i))	<p>means a level determined in respect of each Underlying Level Calculation Date(i) in accordance with the following formula:</p>

	$\text{UnderlyingLevel(ULCD(i))} = \text{Max}\{0 ; \text{Multiplier(ULCD(i))} \times (\text{BasketValue(ULCD(i))} / \text{InitialBasketValue})\}$
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7. Definitions relating to Applicable Rate:

%CommissionRate(ULCD(i)) means, in respect of each Underlying Level Calculation Date(i), the annual commission rate as of such Underlying Level Calculation Date(i). The level of the annual commission rate will be determined by the Calculation Agent. **%CommissionRate(ULCD(i))** is subject to a minimum of 0% and maximum of 0.5% and is initially equal to 0.2% at the Initial Valuation Date.

This additional provision applicable to **%CommissionRate(ULCD(i))** is based on Condition 2.5 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants

%DistRateBasket(ULCD(i),k) means, for each Underlying(k) and each Underlying Level Calculation Date(i), a rate determined by the Calculation Agent as the percentage of **Dist(ULCD(i),k)** that would be received by a hypothetical investor located in **France**, net of any withholding tax, before application of any tax credit and assuming that such hypothetical investor does not benefit from double taxation treaties.

ReferenceCountry

%GapPremiumRate(ULCD(i)) means, for each Underlying Level Calculation Date(i), the annual gap premium rate as of such Underlying Level Calculation Date(i), as determined by the Calculation Agent as the cost that the Issuer (or any of its affiliates) would charge to replicate the performance of the UnderlyingLevel, which includes, *inter alia*, the costs of hedging the risk of the market value of the Warrant becoming negative.

%QuantoRate(ULCD(i)) means, for each Underlying Level Calculation Date(i), an annual rate which shall be determined with respect to such Underlying Level Calculation Date(i) as the [carry] [and][or] [hedging] cost of the foreign exchange risk estimated or realized as determined by the Calculation Agent.

%RepoRate(ULCD(i)) means, for each Underlying Level Calculation Date(i), an annual rate which shall be determined with respect to such Underlying Level Calculation Date(i) by the Calculation Agent as the cost or gain that would be incurred by the Issuer (or any of its affiliates) if it were to borrow or lend hedging instruments in respect of the Warrant.

CASE STUDY #4: FIXED LEVERAGE BULL – Compo

1. Reference of the Product: 3.2.2

2. Event-linked Early Expiration: Applicable

Unless previously exercised or cancelled as specified in the Terms and Conditions, the Early Settlement Price for each Warrant will be determined in accordance with the following provisions:

Early Expiration Event is deemed to have occurred, if on any Valuation Date(i), UnderlyingLevel(i) is higher than or equal to 150% ← **BarrierLevelAutocall(i)**

Early Settlement Price(i) = $\text{Max}(100 \times \text{FX}(0) \times \text{Ratio}(i) \times (\text{LSCL}(i) / \text{LSCL}(0)) - C(i); 0) \times (1 / \text{FX}(i+1))$

3. Final Settlement Price:

Unless previously exercised or cancelled as specified in the Terms and Conditions, the Final Settlement Price for each Warrant will be determined in accordance with the following provisions:

Final Settlement Price = $\text{Max}(100 \times \text{FX}(0) \times \text{Ratio}(T) \times (\text{LSCL}(T) / \text{LSCL}(0)) - C(T); 0) \times (1 / \text{FX}(T+1))$

4. Underlying(s):

Index 1

5. Definitions relating to dates:

Valuation Date(1) [DD/MM/YYYY]

Valuation Date(2) [DD/MM/YYYY]

[...]

Valuation Date(132) [DD/MM/YYYY]

6. Definitions relating to the Product: Applicable, subject to the provisions of the Additional Terms and Conditions relating for One-Delta, Fixed Leverage and Turbo Warrants

6.1 Specific Definitions relating to the determination of the Product Formula

<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">FXSourceFixingTime</div> <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px; margin-right: 5px;"> ECB : FXSource EUR : Base Currency USD : LeverageStrategyCurrency </div> <div style="font-size: 3em;">}</div> </div>	<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">FXSourceFixingTime</div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">FXSourceFixingTime</div> </div> <div style="border: 1px solid black; padding: 5px;"> <p>FX(i) means, for any Valuation Date(i), the spot exchange rate as of the 17:30 London Time to convert USD into EUR in respect of such Valuation Date(i), as published by the ECB, or any successor thereto. If no such rate is available on such Valuation Date(i), FX(i) shall be the first available spot exchange rate as of the 17:30 London Time to convert USD into EUR following such day, as published by the ECB, or any successor thereto.</p> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Ratio or Ratio(i) means, for each Valuation Date(i), the value of Ratio(i) in respect of each Warrant on such Valuation Date(i), which shall be the value of Ratio(i) on the Valuation Date(i-1) unless adjusted by the Calculation Agent in accordance with the following provisions.</p> <p>If, on any Valuation Date(i) from, but excluding, the Initial Valuation Date to, and including, the Final Valuation Date:</p> <div style="text-align: right; margin-right: 50px;"> $C(i) / IV(i) > 40\%$ ← RatioResetThreshold </div> <p>then the Calculation Agent shall adjust the value of Ratio(i) in respect of such Valuation Date(i). The Calculation Agent may also, on any Valuation Date(i) from, but excluding, the Initial Valuation Date to, and including, the Final Valuation Date, elect in its sole discretion to adjust the value of Ratio(i) in respect of such Valuation Date(i) in accordance with the following formula:</p> </div>
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	<p> $\text{Ratio}(i) = (\text{Ratio}(i-1) \times \text{LSCL}(i) - C_{\text{BEFORE}}(i) \times (\text{LSCL}(0) / (100 \times \text{FX}(0)))) / \text{LSCL}(i)$ </p> <p> $\text{Ratio}(0) = 1$ </p> <p>InitialValue</p> <p>RatioInitial</p>
LSCL(i)	<p>means, for any Valuation Date(i), the Closing Level of the Leveraged Strategy as of such day (i), as such level may be adjusted in accordance with the terms of Condition 3.2.2.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants.</p> <p>Subject to the occurrence of an Intraday Restrike Event (following which the Leveraged Strategy Closing Level will be determined in accordance with Condition 3.2.2.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants), for each Valuation Date(i), the Leveraged Strategy Closing Level as of such Valuation Date(i) is calculated in accordance with the following formulae:</p> <p>on Valuation Date(0):</p> <p>LSCL Initial</p> <p>$\text{LSCL}(0) = 1000$</p> <p>on each subsequent Valuation Date(i):</p> <p>$\text{LSCL}(i) = \text{Max}(\text{LSCL}(i-1) \times (1 + \text{Leverage} \times ((\text{Price}(i) / \text{AdjPrice}(i-1)) - 1) + (1 - \text{Leverage}) \times \text{Rate}(i-1) \times \text{ACT}(i-1, i) / \text{DayCountBasisRate}), 0)$</p> <p>For the purposes of determining LSCL(i) on a Valuation Date immediately following an Intraday Restrike Event Reference Day, references to (i-1) in the formula of LSCL(i) above shall be deemed to be references to (i) (as defined in Condition 3.2.2.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants).</p>
C_{BEFORE}(i)	<p>is determined in accordance with the following formula:</p> <p>DayCountBasisCommission</p> <p>$C_{\text{BEFORE}}(i) = C(i-1) + ((\text{ACT}(i-1, i) / 365) \times (\% \text{CommissionRate}(i) + \% \text{GapPremiumRate}(i) + \% \text{CollatCostRate}(i)) \times \text{IntrinsicValue}(i))$</p>
Commission(i), Commission or C(i)	<p>means, in respect of each Valuation Date(i):</p> <p>if (i) is the Initial Valuation Date or a day on which the value of Ratio(i) has been adjusted in accordance with the definition of "Ratio or Ratio(i)" herein:</p> <p>0</p> <p>and otherwise:</p> <p>DayCountBasisCommission</p> <p>$C(i) = C(i-1) + ((\text{ACT}(i-1, i) / 365) \times (\% \text{CommissionRate}(i) + \% \text{GapPremiumRate}(i) + \% \text{CollatCostRate}(i)) \times \text{IntrinsicValue}(i))$</p>

Intrinsic Value, IntrinsicValue(i) or IV(i)	<p>means in respect of each Valuation Date(i), an amount determined by the Calculation Agent in accordance with the following formula:</p> $\text{IntrinsicValue}(i) = \text{Max}(\text{InitialValue} \times \text{FX}(0) \times \text{Ratio}(i-1) \times (\text{LSCL}(i) / \text{LSCL}(0)) - C(i-1); 0)$
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InitialValue

6.2 Leveraged Strategy

6.2.1 Description of the Leveraged Strategy

The strategy to which the performance of the Warrant is linked is the Leveraged Strategy which consists of leveraged exposure to the Underlying with a Leverage factor "**Leverage**" and a hypothetical money market instrument.

The notional exposure of the Leveraged Strategy to the Underlying is revised on each Valuation Date in order to take into account the Leveraged Strategy Closing Level as of the previous Valuation Date, as further described hereinafter.

Subject to the occurrence of an Intraday Restrike Event (following which the Leveraged Strategy Closing Level will be determined in accordance with Condition 3.2.2.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants), for each Valuation Date(i), the **Leveraged Strategy Closing Level** as of such Valuation Date(i) is calculated in accordance with the following formulae:

On Valuation Date(0):

$$\text{LSCL}(0) = 100$$

LSCLInitial

On each subsequent Valuation Date(i):

$$\text{LSCL}(i) = \text{Max}(\text{LSCL}(i-1) \times (1 + \frac{\text{DayCountBasisRate}}{360} \times ((\text{Price}(i) / \text{AdjPrice}(i-1)) - 1) + (1 - \frac{\text{DayCountBasisRate}}{360}) \times \text{Rate}(i-1) \times \text{ACT}(i-1, i) / 360), 0)$$

DayCountBasisRate

Leverage

Subject to the occurrence of an Intraday Restrike Event (following which the Leveraged Strategy Level will be determined in accordance with Condition 3.2.2.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants), for each Valuation Date(i) and each Calculation Time(v), the **Leveraged Strategy Level** as of such Calculation Time(v) is calculated in accordance with the following formula:

$$\text{LSL}(i, v) = \text{Max}(\text{LSCL}(i-1) \times (1 + \frac{\text{DayCountBasisRate}}{360} \times ((\text{Price}(i, v) / \text{AdjPrice}(i-1)) - 1) + (1 - \frac{\text{DayCountBasisRate}}{360}) \times \text{Rate}(i-1) \times \text{ACT}(i-1, i) / 360), 0)$$

DayCountBasisRate

Leverage

For the purposes of determining LSCL(i) on a Valuation Date immediately following an Intraday Restrike Event Reference Day, references to (i-1) in the formula of LSCL(i) above shall be deemed to be references to (i') (as defined in Condition 3.2.2.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants).

6.2.2 Specific Definitions relating to the Leveraged Strategy

AdjPrice(i-1)	is determined, for each Valuation Date(i), according to the following formula: $\text{Price}(i-1) - \text{70\%} \times \text{Dist}(i) - \text{\%DistRate}(i)$
CashRate CashRate(i) EONIA : FXSource EONIA= Reuters page : RateOvernightScreenPage EUR : Base Currency	means, for each Valuation Date(i): (1) the level of the EONIA for such Valuation Date(i); or (2) the last available level displayed of EONIA , if a level of EONIA dated as of such Valuation Date(i), in both cases as determined by the Calculation Agent provided that if in the case of (2) above EONIA is not displayed on the EONIA= Reuters page (or, if applicable, any successor service or page used by the Calculation Agent for the purpose of ascertaining such rate) for a period of more than 7 Valuation Dates and such rate is, in the opinion of the Calculation Agent, reasonably expected to be discontinued (such rate then being the " Discontinued Rate ") then the Calculation Agent shall determine CashRate(i) (a) by selecting a successor rate for such Discontinued Rate which offers similar economic characteristics to the Discontinued Rate or, if the Calculation Agent determines that no such successor rate exists, (b) on the basis of the cost that Société Générale would charge or be charged to borrow cash in the EUR on an overnight basis.
Leveraged Strategy Closing Level or LSCL(i)	means, for any Valuation Date(i), the Closing Level of the Leveraged Strategy as of such day (i), as such level may be adjusted in accordance with the terms of Condition 3.2.2.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants.
Leveraged Strategy Level or LSL(i,v)	means, for any Valuation Date(i) and any Calculation Time(v), the latest level of the Leveraged Strategy as of such Calculation Time(v), as such level may be adjusted in accordance with the terms of Condition 3.2.2.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants.
Rate or Rate(i)	means, for each Valuation Date(i), an annual rate calculated as of such day in accordance with the following formula: $\text{Rate}(i) = \text{CashRate}(i) + \text{0.50\%} + \text{\%SpreadLevel}$
Price(i)	means, in respect of each Valuation Date(i), the Reference Price of the Underlying as of such Valuation Date(i), subject to the adjustments and provisions of the Additional Terms and Conditions relating to such Underlying.
Price(i,v)	means, in respect of each Valuation Date(i) and Calculation Time(v), the Intraday Price of the Underlying as of such Valuation Date(i) and Calculation Time(v).
Calculation Time	means with respect to the Leveraged Strategy, any time between the scheduled opening time of the Exchange and 17:30 London Time provided that the relevant data is available to enable the Calculation Agent to determine the Leveraged Strategy Level.

6.3 Distributions and corporate actions affecting the Underlying: Specific Definitions

Dist(i)	means Dist(i-1, i)
Underlying Distributions, or Dist(i1,i2) <div style="border: 1px solid black; padding: 2px; width: fit-content; margin-bottom: 5px;">17:30 London Time : FixingTime</div> <div style="border: 1px solid black; padding: 2px; width: fit-content; margin-bottom: 5px;">ECB : FXSource</div>	<p>means, for any dates (i1) and (i2), the sum of all Gross Ordinary Distributions, paid in respect of the Underlying, which have an ex date between (i1) (excluded) and (i2) (included).</p> <p>If such Gross Ordinary Distribution is not denominated in the currency of the Underlying, this Gross Ordinary Distribution will be converted into such currency by the Calculation Agent using the latest available spot exchange rate as of the 17:30 London Time as published on the Valuation Date immediately preceding the relevant Valuation Date(i) by the ECB. If no such rate is available on the Valuation Date immediately preceding such Valuation Date(i), such rate shall be the first available spot exchange rate as of the 17:30 London Time to convert such Gross Ordinary Distribution into the Currency of the Underlying following such Valuation Date(i), as published by the ECB, or any successor service or page used by the Calculation Agent for the purposes of ascertaining such rate.</p>

6.4 Extraordinary Strategy Adjustment for Performance Reasons

6.4.1 Description

If the Calculation Agent determines that an Intraday Restrike Event has occurred at a Calculation Time(v) during a Valuation Date(i), an adjustment (an **Extraordinary Strategy Adjustment for Performance Reasons**) shall take place during such Valuation Date(i) in accordance with the following provisions.

The real time calculation of the Leveraged Strategy shall be suspended during the Intraday Restrike Event Observation Period and resume in accordance with this section within 15 minutes following the end of such Intraday Restrike Event Observation Period (the point of such resumption being the **Calculation Resume Time** and the day on which such resumption occurs being the **Calculation Resume Day** or **CRD**). Should the end of the Intraday Restrike Event Observation Period occur less than 15 minutes before **17:30 London Time** on the Intraday Restrike Event Reference Day, the Calculation Resume Time shall be **17:30 London Time** which immediately follows the end of the Intraday Restrike Event Observation Period.

TimeReferenceClosing

On each Calculation Resume Day, from the Calculation Resume Time, LSCL(CRD) and LSL(CRD,v) will be determined as follows:

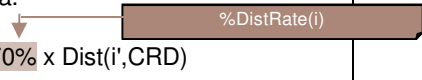


For each Calculation Time(v) during such Calculation Resume Day following the end of the Intraday Restrike Event Observation Period, the Leveraged Strategy is calculated according to the following formula:

$$LSL(CRD,v) = LSL(i', V_{REF}(v)) \times (1 + \frac{4}{360} \times ((Price(CRD,v) / AdjPrice(i')) - 1) + (1 - \frac{4}{360}) \times Rate(i') \times ACT(i', CRD) / 360)$$

And at **17:30 London Time** of such Calculation Resume Day:

$$LSCL(CRD) = LSL(i', V_{REF}(v)) \times (1 + \frac{4}{360} \times ((Price(CRD) / AdjPrice(i')) - 1) + (1 - \frac{4}{360}) \times Rate(i') \times ACT(i', CRD) / 360)$$

6.4.2 Specific Definitions

(i')	means the Intraday Restrike Event Reference Day which corresponds to the Intraday Restrike Event immediately preceding the Calculation Time(v).
AdjPrice(i')	<p>is determined according to the following formula:</p> $\text{AdjPrice}(i') = \text{Price}(i', V_{\text{REF}}(v)) - \text{70\%} \times \text{Dist}(i', \text{CRD})$ <p></p>
Intraday Reference Level	means in respect of Valuation Date(i) and a Calculation Time(v), the Underlying level as of the (1) last Intraday Restrike Event Reference Time preceding and excluding such Calculation Time(v) or (2) if no Intraday Restrike Event has occurred on such day, the closing level of the Underlying on the immediately preceding Valuation Date.
Intraday Restrike Event	means in respect of a Valuation Date(i), the decrease at a Calculation Time(v) of the Underlying level below the 92% of the relevant Intraday Reference Level at such Calculation Time. 
Intraday Restrike Event Observation Period 	<p>means in respect of an Intraday Restrike Event, the period starting on and excluding the Intraday Restrike Event Time and finishing on and including the time falling 15 minutes after the Intraday Restrike Event Time.</p> <p>Where, during such 15 minute period, the Calculation Agent determines that (1) (if the Underlying is an Index or a SGI Index) the level of the Underlying is not disseminated by the Underlying Sponsor or, the Underlying Calculation Agent, as the case may be or (2) (for any type of Underlying including, for the avoidance of doubt, an Index or a SGI Index) the Exchange or the Related Exchange is not open for continuous trading, the Intraday Restrike Event Observation Period will be extended to the extent necessary until (1) (if the Underlying is an Index or a SGI Index) the level of the Underlying is calculated and disseminated by the Underlying Sponsor or, the Underlying Calculation Agent, as the case may be and (2) (for any type of Underlying including, for the avoidance of doubt, an Index or a SGI Index) the Exchange and the Related Exchange are open for continuous trading for an aggregate period of 15 minutes.</p> <p>If the Intraday Restrike Event Observation Period would not end by 17:30 London Time: (1) such day will not be a Valuation Date for the purposes of determining any element of the Leveraged Strategy, except (a) for the purpose of calculating $\text{LSL}(i', V_{\text{REF}}(v))$ and $\text{AdjPrice}(i')$ (and the constituent parts thereof) corresponding to the applicable Intraday Restrike Event and (b) for the purpose of calculating $\text{LSL}(i', V_{\text{REF}}(v))$ and $\text{AdjPrice}(i')$ (and the constituent parts thereof) with respect to any previous Intraday Restrike Event that has occurred on such day, if any; and (2) such Intraday Restrike Event Observation Period shall be extended to the following Valuation Date to the extent necessary until the Calculation Agent determines that (a) (if the Underlying is an Index or a SGI Index) the level of the Underlying is calculated and disseminated by the Underlying Sponsor or, the Underlying Calculation Agent, as the case may be and (b) (for any type of Underlying including, for the avoidance of doubt, an Index or a SGI Index) the Exchange and the Related Exchange are open for continuous trading for an aggregate period of 15 minutes.</p> <p>For the purpose of determining the Intraday Restrike Event Observation Period only, the Exchange shall not be considered to be open for continuous trading during its closing auction period (as provided under the rules of the Exchange).</p>

Intraday Restrike Event Reference Day	means in respect of an Intraday Restrike Event Observation Period, the day on which the Intraday Restrike Event Reference Time occurs.
Intraday Restrike Event Reference Time	means in respect of an Intraday Restrike Event Observation Period, the Calculation Time on which the Leveraged Strategy Level reaches its lowest value during such period
Intraday Restrike Event Time	means in respect of an Intraday Restrike Event, the Calculation Time on which such event occurs.
LSL(i',V_{REF}(v))	<p>is calculated in accordance with the following formulae:</p> <p>(i) where, in respect of an Intraday Restrike Event, one or more Intraday Restrike Event Times have previously occurred with an Intraday Restrike Event Reference Time occurring on (i'), then (with the latest Intraday Restrike Event Reference Time, immediately preceding V_{REF}(v), being "v1"):</p> $LSL(i',V_{REF}(v)) = LSL(i',v1) \times (1 + 4 \times \text{Leverage} \times ((\text{Price}(i',V_{REF}(v)) / \text{Price}(i',v1)) - 1))$ <p>Where LSL(i',v1) is determined in accordance with this paragraph 6.4 but with "V_{REF}(v)" replaced by "v1".</p> <p>Where LSL(i',v1) is determined in accordance with the Condition 3.2.2.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants but with "V_{REF}(v)" replaced by "v1".</p> <p>(ii) In circumstances other than those set out in (1):</p> $LSL(i',V_{REF}(v)) = LSLREF(i(REF)) \times (1 + 4 \times \text{Leverage} \times ((\text{Price}(i',V_{REF}(v)) / \text{AdjPrice}(i(REF))) - 1) + (1-4) \times \text{Rate}(i(REF)) \times (\text{ACT}(i(REF),i') / 360))$
i(REF)	means the latest of the (1) Intraday Restrike Event Reference Day immediately preceding (i') in which case i(REF) is referred to as (i'') and the latest Intraday Restrike Event Reference Time on such Intraday Restrike Event Reference Day is referred to as (v1) (2) the Valuation Date which immediately precedes (i') in which case i(REF) is referred to as (i'-1).
LSLREF(i(REF))	means, if i(REF) is an Intraday Restrike Event Reference Day; then LSL(i'',v1); or otherwise LSCL(i'-1).
AdjPrice(i(REF))	<p>means:</p> <p>(i) if i(REF) is an Intraday Restrike Event Reference Day, then:</p> $\text{AdjPrice}(i(REF)) = \text{Price}(i'',v1) - 70\% \times \text{Dist}(i'',i')$ <p>(ii) or otherwise:</p> $\text{AdjPrice}(i(REF)) = \text{Price}(i'-1) - 70\% \times \text{Dist}(i'-1,i')$
V_{REF}(v)	means the latest Intraday Restrike Event Reference Time preceding, and excluding, Calculation Time(v).

7. Definitions relating to Applicable Rates

%CollatCostRate(i) means, for each Valuation Date(i), an annual rate which shall be determined with respect to such Valuation Date(i) by the Calculation Agent as the cost that would be incurred by the Issuer (or any of its affiliates) if it were to borrow the ReferenceCollateralAssets (through, for example, but without limitation, a securities lending or repurchase agreement) for an amount equal to the market value of the Warrant as of such Valuation Date(i) (as determined by the Calculation Agent) multiplied by PCP.

%CommissionRate(i) means, in respect of each Valuation Date(i), the annual commission rate as of such Valuation Date(i). The level of the annual commission rate will be determined by the Calculation Agent.

%GapPremiumRate(i) means, for each Valuation Date(i), the annual gap premium rate as of such Valuation Date(i), as determined by the Calculation Agent as the cost that the Issuer (or any of its affiliates) would charge to replicate the performance of the Leveraged Strategy, which includes, *inter alia*, the costs of hedging the risk of the market value of the Warrant becoming negative.

CASE STUDY #5: TURBO - Quanto

1. Reference of the Product: 3.3.1

2. Event-linked Early Expiration: Applicable

Unless previously exercised or cancelled in accordance with the Terms and Conditions, the Early Settlement Price for each Warrant will be determined in accordance with the following provisions:

Early Expiration Event is deemed to have occurred, if on any Valuation Date(i), and on any Calculation Time (v), Price(i,v) is higher than StopLossLevelCurrent(i) (even if such Valuation Date(i) is subject to a Market Disruption Event).

Early Settlement Price(i) = UnderlyingPrice_ESP(i)

3. Final Settlement Price:

Unless previously exercised or cancelled as specified in the Terms and Conditions the Final Settlement Price for each Warrant will be determined in accordance with the following provisions:

Final Settlement Price = UnderlyingPrice_FSP(T)

4. Exercise Price:

The Exercise Price (i) in respect of any Valuation Date(i) is determined in accordance with the following:

On Valuation Date(0):

Exercise Price (0) = 244 ← ExercisePriceInitial

For each subsequent Valuation Date(i), Exercise Price(i) shall be determined in accordance with the following formula:

5. Underlying(s):

Share 1

6. Definitions relating to dates:

Valuation Date(1) [DD/MM/YYYY]

Valuation Date(2) [DD/MM/YYYY]

[...]

Valuation Date(78) [DD/MM/YYYY]

7. Definitions relating to the Product:

Applicable, subject to the provisions of the Additional Terms and Conditions relating to Formulae

<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">JPY: TurboCurrency</div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">EUR: BaseCurrency</div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">ECB: FXSource</div> <div style="border: 1px solid black; padding: 5px;">17:30 London Time: FXSourceFixingTime</div>	<p>FX(i)</p> <p>means, for any Valuation Date(i), the spot exchange rate as of the 17:30 London Time to convert the EUR into the JPY in respect of such Valuation Date(i), as published by the ECB, or any successor thereto. If no such rate is available on such Valuation Date(i), FX(i) shall be the first available spot exchange rate as of the 17:30 London Time to convert the EUR into the JPY following such day, as published by the ECB, or any successor thereto.</p>
<p>Price(i,v)</p>	<p>means, in respect of each Valuation Date(i) and Calculation Time(v), the</p>

	Intraday Price of the Underlying as of such Valuation Date(i) and Calculation Time(v).
Price(i)	means, in respect of each Valuation Date(i), the Reference Price of the Underlying as of such Valuation Date(i), and subject to the adjustments and provisions of the Additional Terms and Conditions relating to such Underlying.
Calculation Time	means with respect to the Underlying, any time between 9:00 AM London Time and 17:30 London Time. <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 2px;">TimeReferenceClosing</div> <div style="border: 1px solid black; padding: 2px;">TimeReferenceOpening</div> </div>
StopLossLevelCurrent(i)	<p>means, in respect of Valuation Date(i), a level which is determined in accordance with the following :</p> <p style="text-align: center;">$\text{StopLossLevelCurrent}(0) = 250$ ← <div style="border: 1px solid black; padding: 2px;">StopLossLevelInitial</div></p> <p>For each Valuation Date(i) subsequent to the Initial Valuation Date:</p> <p>If Valuation Date(i) is an Actualisation Date:</p> <p style="text-align: center;">$\text{StopLossLevelCurrent}(i) = \text{ExercisePrice}(i) \times (1 + 2\%)$</p> <p>If Valuation Date(i) is not an Actualisation Date:</p> <div style="text-align: center;"> <div style="border: 1px solid black; padding: 2px;">%Percentage(i)</div> <p>↑</p> </div> <p style="text-align: center;">$\text{StopLossLevelCurrent}(i) = \text{StopLossLevelCurrent}(i-1)$</p>
UnderlyingPrice_ESP(i) <div style="border: 1px solid black; padding: 2px; width: fit-content;">Option Extremum Applicable</div>	<p>means, in respect of Valuation Date(i), the highest level of the Price(i,v) during the period of three consecutive hours following the occurrence of an Early Expiration Event, provided that if the Early Expiration Event occurs less than three hours prior to the regular weekday closing time of the Exchange or the Related Exchange (regardless of any period during which a Market Disruption Event is continuing), then such period shall continue for such number of sequential next following Valuation Date as shall be necessary for the total number of such hours to reach three.</p> <p>Where a Early Expiration Event occurs at a time which is outside the regular trading session of the Exchange or the Related Exchange, the Early Expiration Event shall be deemed to have occurred at the open of business on the immediately following Valuation Date and the Calculation Agent shall determine the three-hour period in accordance with the foregoing paragraph.</p> <div style="text-align: right;"> <div style="border: 1px solid black; padding: 2px;">StopLossEventPeriod</div> <p>↑</p> </div>
UnderlyingPrice_FSP(i)	means, in respect of Valuation Date(i), Price(i).
Actualisation Date	<p>means either of the following:</p> <ol style="list-style-type: none"> (1) the 15th calendar day of each calendar month or if such date is not a Valuation Date, the immediately succeeding Valuation Date; and (2) each day as of which a Potential Adjustment Event occurs or which is an ex date in respect of a Gross Ordinary Distribution for the Underlying.

8. Definitions relating to Applicable Rates

%FinancingRateA(i) means, in respect of each Valuation Date (i), a rate which shall be determined with respect to such Valuation Date (i) by the Calculation Agent as a hypothetical remuneration rate (or borrowing rate, as the case may be) in respect of a cash holding or borrowing, as the case may be.

%FinancingRateB(i) means, in respect of each Valuation Date (i), a rate which shall be determined with respect to such Valuation Date (i) by the Calculation Agent as a hypothetical remuneration rate (or borrowing rate, as the case may be) in respect of a cash holding or borrowing, as the case may be.

%Percentage(i) means, for each Valuation Date(i), a percentage applied to the Exercise Price to determine the StopLossLevelCurrent as determined by the Calculation Agent.

%QuantoRate(i) means, for each Valuation Date(i), an annual rate which shall be determined with respect to such Valuation Date(i) as the carry and hedging cost of the foreign exchange risk estimated or realized.

IMPORTANT INFORMATION

This Base Prospectus comprises a separate base prospectus in respect of each of Société Générale, SG Issuer and Société Générale Effekten GmbH for the purpose of Article 5.4 of Directive 2003/71/EC (as amended, the Prospectus Directive) and for the purpose of giving information with regard to the Issuers, the Guarantor and the Warrants which is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuers and the Guarantor.

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

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

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

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

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

Neither the delivery of this Base Prospectus nor the offering, sale or delivery of any Warrants shall in any circumstances imply that the information contained herein concerning the any of the Issuers or the Guarantor is correct at any time subsequent to the date hereof or that any other information supplied in

connection with the Programme or the Warrants is correct as of any time subsequent to the date indicated in the document containing the same. The Arranger or any of the Dealers expressly do not undertake to review the financial condition or affairs of any of the Issuers or the Guarantor during the life of the Programme or to advise any investor in the Warrants of any information coming to their attention. Investors should review, *inter alia*, the most recently published documents incorporated by reference into this Base Prospectus when deciding whether or not to purchase any Warrants.

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

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

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

- (i) has sufficient knowledge and experience to make a meaningful evaluation of the Warrants, the merits and risks of investing in the Warrants and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement and in the applicable Final Terms;
- (ii) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Warrants and the impact the Warrants will have on its overall investment portfolio;
- (iii) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Warrants, including Warrants in respect of which amounts are payable in one or more currencies, or where the currency for payments is different from the prospective investor's currency;
- (iv) understands thoroughly the terms of the Warrants and is familiar with the behaviour of any relevant underlying and financial markets; and
- (v) is able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Legal investment considerations may restrict certain investments. The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each prospective investor should consult its legal advisers to determine whether and to what extent (1) Warrants are legal investments for it, (2) Warrants can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Warrants. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Warrants under any applicable risk-based capital or similar rules.

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

Accordingly, the Warrants may not be offered, sold, pledged or otherwise transferred except in an "offshore transaction" (as defined under Regulation S) to or for the account or benefit of a person who (a) is not a U.S. Person, as defined in the Terms and Conditions for English Law Warrants; and (b) is not a person who comes within any definition of U.S. person for the purposes of the CEA or any CFTC Rule, guidance or order proposed or issued under the CEA (for the avoidance of doubt, any person who is not a "Non-United States person" defined under CFTC Rule 4.7(a)(1)(iv), but excluding, for purposes of subsection (D) thereof, the exception for qualified eligible persons who are not "Non-United States persons", shall be considered a U.S. person) (such a person or account, **Permitted Transferee**). The Warrants described herein are available only to Permitted Transferees.

THE WARRANTS OFFERED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED WITH, OR APPROVED BY, ANY UNITED STATES FEDERAL OR STATE SECURITIES OR COMMODITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS BASE PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.

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

To ensure compliance with Internal Revenue Service (IRS) Circular 230, each taxpayer is hereby notified that: (a) any tax discussion herein is not intended or written to be used, and cannot be used by the taxpayer for the purpose of avoiding US federal income tax penalties that may be imposed on the taxpayer; (b) any such tax discussion was written to support the promotion or marketing of the transactions of matters addressed herein; and (c) the taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax adviser.

This Base Prospectus has been prepared on the basis that, except to the extent subparagraph (ii) below may apply, any offer of Warrants in any Member State of the EEA which has implemented the Prospectus Directive (each, a **Relevant Member State**) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Warrants. Accordingly any person making or intending to make an offer in that Relevant Member State of Warrants which are the subject of an offering contemplated in this Base Prospectus as completed by final terms in relation to the offer of those Warrants may only do so (i) in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer, or (ii) if a prospectus for

such offer has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State and (in either case) published, all in accordance with the Prospectus Directive, provided that any such prospectus has subsequently been completed by final terms which specify that offers may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State, such offer is made in the period beginning and ending on the dates specified for such purpose in such prospectus or final terms, as applicable and the Issuer has consented in writing to its use for the purpose of such offer. Except to the extent subparagraph (ii) above may apply, neither the Issuer nor any Dealer has authorised, nor does it authorise, the making of any offer of Warrants in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

SWITZERLAND IMPORTANT NOTICE

The Warrants described in this Base Prospectus and related offering documents do not constitute a participation in a collective investment scheme within the meaning of the Swiss Federal Act on Collective Investment Schemes (**CISA**). Therefore, the Warrants are not subject to authorization and supervision by the Swiss Financial Market Supervisory Authority FINMA (**FINMA**) and investors in the Warrants issued under this Programme will not benefit from protection under the CISA or supervision by FINMA. Investors in the Warrants will bear a credit risk on the Issuer of the Warrants or, in the case of guaranteed Warrants, on the Guarantor.

SERVICE OF PROCESS AND ENFORCEMENT OF CIVIL LIABILITIES

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

PRESENTATION OF FINANCIAL AND OTHER INFORMATION

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

INTERPRETATION

1. Capitalised terms which are used but not defined in any particular section of this Base Prospectus shall have the meaning attributed thereto in the Terms and Conditions or any other section of this Base Prospectus.
2. All references in this Base Prospectus and any applicable Final Terms to:
 - (a) "U.S. dollars" or "U.S.\$" refer to the lawful currency of the United States of America, those to "Sterling" or "£" refer to the lawful currency of the United Kingdom, those to "Australian dollars" or "A\$" refer to the lawful currency of Australia, those to "Swiss Francs" refer to the lawful currency of Switzerland, those to "Japanese Yen" or "¥" refer to the lawful currency of Japan and those to "euro", "Euro" or "€" refer to the lawful currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended and those to "CNY", "Yuan" or "RMB" or "Renminbi" refer to the lawful currency of the People's Republic of China (the PRC),

which for the purpose of this document, excludes Taiwan and the Special Administrative Regions of the PRC: Hong Kong and Macau;

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

Alphabetic code	Country	Currency
AED	UNITED ARAB EMIRATES	United Arab Emirates Dirham
ARS	ARGENTINA	Argentine Peso
AUD	AUSTRALIA	Australian Dollar
BGN	BULGARIA	Bulgarian Lev
BHD	BAHRAIN	Bahraini Dinar
BWP	BOTSWANA	Botswana Pula
BRL	BRAZIL	Brazilian Real
CAD	CANADA	Canadian Dollar
CHF	SWITZERLAND	Swiss Franc
CLP	CHILE	Chilean Peso
CNY ¹	CHINA	Chinese Yuan Renminbi
CZK	CZECH REPUBLIC	Czech Koruna
DKK	DENMARK	Danish Krone
EUR	EUROPEAN MEMBER STATES ²	Euro
GBP	UNITED KINGDOM	Pound Sterling
GHS	GHANA	New Ghanaian cedi
HKD	HONG KONG	Hong Kong Dollar
HRK	CROATIA	Croatian Kuna
HUF	HUNGARY	Forint
ILS	ISRAEL	New Israeli Sheqel
IDR	INDONESIA	Indonesian Rupiah
ISK	ICELAND	Icelandic Krona
JOD	JORDAN	Jordanian Dinar
JPY	JAPAN	Yen
KES	KENYA	Kenyan Shilling
KWD	KUWAIT	Kuwaiti Dinar

¹ RMB and CNH are also codes used to refer to the offshore yuan renminbi.

² European Member States that have adopted the Euro pursuant to the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

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

- (b) the "Warrants" shall be to the English Law Warrants and/or the French Law Warrants, as appropriate. For the avoidance of doubt, in "*Terms and Conditions of the English Law Warrants* ", references to the "Warrants" shall be to the English Law Warrants and in "*Terms and Conditions of the French Law Warrants*", references to the "Warrants" shall be to the French Law Warrants;
- (c) the "General Terms and Conditions" or the "Conditions" shall be to the Terms and Conditions of the English Law Warrants and/or the Terms and Conditions of the French Law Warrants, as appropriate;
- (d) an "English Law Condition" shall be to the relevant condition in the Terms and Conditions of the English Law Warrants;

- (e) a "French Law Condition" shall be to the relevant condition in the Terms and Conditions of the French Law Warrants.

RESPONSIBILITY STATEMENT

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

GENERAL DESCRIPTION OF THE PROGRAMME

The following description does not purport to be complete and is taken from, and is qualified in its entirety by, the Summary and the remainder of this Base Prospectus and, in relation to the Terms and Conditions of any particular Issue of Warrants, the applicable Final Terms.

The following description constitutes a general description of the Programme for the purposes of Article 22.5(3) of Commission Regulation (EC) No 809/2004 as amended implementing the Prospectus Directive

Words and expressions defined in the sections headed "Form of the Warrants", "Terms and Conditions of the English Law Warrants" or, as the case may be, "Terms and Conditions of the French Law Warrants" shall have the same meanings in this general description.

Hyperlinks of websites referred to in the Base Prospectus are exclusively for information purpose and must not be regarded as part of the Base Prospectus itself.

1. PARTIES TO THE PROGRAMME

Issuers

Société Générale, SG Issuer and Société Générale Effekten GmbH.

Guarantor

Société Générale.

Arranger

Société Générale.

Dealers

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

Fiscal Agent, Registrar, Transfer Agent, Listing Agent, Paying Agent

Société Générale Bank & Trust.

Paying Agent for CREST

Computershare Investor Services PLC, and/or any such additional or successor paying agent appointed in accordance with Condition 10 of the Terms and Conditions of the English Law Warrants.

Paying Agent for Uncertificated Warrants

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

Paying Agent for Spanish Warrants

In respect of Spanish Warrants, Société Générale, Sucursal en España, and/or any such additional or successor paying agent in accordance with Condition 10 of the Terms and Conditions of the English Law Warrants.

Paying Agent for French Law Warrants

In respect of French Law Warrants, Société Générale, and/or any such additional or successor paying agent appointed in accordance with Condition 10 of the Terms and Conditions of the French Law Warrants.

Paying Agent for Uncertificated Italian Warrants

In respect of Uncertificated Italian Warrants, Société Générale Securities Services S.p.A., and/or any such additional or successor paying agent in accordance with Condition 10 of the English Law Warrants.

2. DESCRIPTION

Programme for the issuance of Warrants.

Warrants issued under the Programme are intended to constitute "non-equity securities", as defined in the Prospectus Directive and the Luxembourg Act.

3. METHOD OF DISTRIBUTION

Warrants may be distributed by way of private or public placement, to qualified investors and/or non-qualified investors, and in each case on a syndicated or non-syndicated basis.

Warrants may be issued directly to Warrantholders at a fixed offer price (which may be increased by such fees, if any, as disclosed in the applicable Final Terms).

Alternatively, Warrants may be offered at a price which:

- (a) will evolve, between dates specified in the applicable Final Terms in order to reach a specific maximum level on a specific date, in accordance with the following formula:

$$\text{Offer Price}(t) = \text{OfferPriceBase} \times (1 + \text{ConvergencePercentage} \times \text{Nb}(t) / 360)$$

Where:

OfferPriceBase means a number specified in the applicable Final Terms; and

ConvergencePercentage means a percentage specified in the applicable Final Terms; and

Nb(t) means the number of calendar days between the Issue Date (included) and the date "t" (included) on which the Offer Price(t) of the Warrants is computed;

or

- (b) will be determined either by the Issuer or by the Dealer (as specified in the applicable Final Terms) on a date specified in the applicable Final Terms, such price being calculated by reference to the price at which the Issuer or the Dealer, as the case may be, is prepared to sell the Warrants after taking into account such factors as it deems appropriate in connection with the relevant offer which may include (without limitation) market conditions, the terms of the Warrants, the level of subscriptions and macroeconomic conditions (including but not limited to political and economic situations and outlooks, growth rates, inflation, interest rates, credit spread and interest rate spreads),

as specified in the applicable Final Terms and which, in all cases, may be increased by such fees, if any, as disclosed in the applicable Final Terms.

4. EXERCISE OF WARRANTS

Warrants may be European or American Style and may be subject to Automatic Exercise, as specified in the applicable Final Terms. Subject as provided below, the Warrants will have such exercise periods and expiry dates as may be agreed between an Issuer and the relevant Dealer, subject to such limits as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to such Issuer or the relevant Settlement Currency. Warrants may be open-ended and in such circumstances will not have a fixed expiry date. Open-ended Warrants only expire on the occurrence of designated events which will be specified in the applicable Final Terms.

European Style Warrants are also known as **Fixed Scheduled Exercise Style Warrants**. Where the Final Terms specify that the Warrants are Fixed Scheduled Exercise Style Warrants, any references in the Base Prospectus and in the applicable Final Terms to "**European Style Warrants**" shall be deemed to be a reference to **Fixed Scheduled Exercise Style Warrants**.

5. CURRENCIES

The payment obligations in respect of any Warrant may be in any currency or currencies agreed between the relevant Issuer and the relevant Dealer, subject to compliance with any applicable laws and regulations.

Payments in respect of Warrants may, subject to compliance as aforesaid, be made in and/or linked to, any currency or currencies other than the currency in which the Settlement Amount of such Warrants is calculated.

6. ISSUE PRICE

Warrants will be issued at an issue price expressed as an amount per Warrant (as specified in the applicable Final Terms).

7. SETTLEMENT / CANCELLATION / EARLY EXPIRATION

Warrants may be (in the case of Cash Settled Warrants) cash settled and/or (in the case of Physical Delivery Warrants) settled on exercise by delivery of certain Deliverable Assets, as specified in the applicable Final Terms.

Warrants may be cancelled for tax reasons, at the option of the Issuer or the Warrantholder or automatically upon the occurrence of one or more trigger events, in each case as specified in the applicable Final Terms.

If specified in the applicable Final Terms, Warrants may also expire early on the occurrence of certain events, which will be specified in the applicable Final Terms.

8. REDENOMINATION AND/OR CONSOLIDATION

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

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

9. SECURED WARRANTS

Secured Warrants will be issued by SG Issuer only.

The provisions relating to Secured Warrants are more fully described in the sections "*General Description of the Collateral Arrangements relating to Secured Warrants*" and "*Additional Terms and Conditions relating to Secured Warrants*", respectively.

10. CERTAIN RESTRICTIONS

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

11. TYPE OF WARRANTS

One-Delta Warrants

Payments in respect of One-Delta Warrants will be calculated by reference to one or more underlying assets described above as agreed between the Issuer and the relevant Dealer(s) and specified in the applicable Final

Terms. One-Delta Warrants will track the performance of the relevant underlying asset on a one to one basis, after taking into account deduction of certain costs. One-Delta Warrants may also provide for physical delivery of the Deliverable Asset(s) as set out in the relevant Additional Terms and Conditions. The terms and conditions of One-Delta Warrants may be subject to adjustment if certain events affecting the relevant underlying asset occur, all as more fully described in the relevant Additional Terms and Conditions. One-Delta Warrants will be issued by applying the Additional Terms and Conditions relating to One-Delta Warrants and the relevant Additional Terms and Conditions in respect of the relevant underlying asset.

Fixed Leverage Warrants

Payments in respect of Fixed Leverage Warrants will be calculated by reference to one or more underlyings described above as agreed between the Issuer and the relevant Dealer(s) and specified in the applicable Final Terms. Fixed Leverage Warrants are designed to track the performance of a Leveraged Strategy, after taking into account deduction of certain costs, and through tracking the performance of the Leveraged Strategy, the Fixed Leverage Warrants provide a daily exposure to the relevant underlying. The exposure to the relevant underlying provided by the Warrants is amplified by a target daily exposure. If the underlying to the Fixed Leverage Warrants moves in the opposite direction to that anticipated by investors, the losses incurred by the Fixed Leverage Warrants will be greater in percentage terms than those incurred by the underlying itself. The prices of Fixed Leverage Warrants can therefore be volatile. However, the payout value of Fixed Leverage Warrants cannot be less than zero. As Fixed Leverage Warrants are reset on a daily basis, an investor's capital could erode very quickly following a continued succession of positive or negative performance of the Warrant underlying. Fixed Leverage Warrants may also provide for physical delivery of the Deliverable Asset(s) as set out in the relevant Additional Terms and Conditions. The terms and conditions of Fixed Leverage Warrants may be subject to adjustment if certain events affecting the relevant underlying asset occur, all as more fully described in the relevant Additional Terms and Conditions. Fixed Leverage Warrants will be issued by applying the Additional Terms and Conditions for Fixed Leverage Warrants and the relevant Additional Terms and Conditions in respect of the relevant underlying asset.

Turbo Warrants

Payments in respect of Turbo Warrants will be calculated by reference to one or more underlying assets described above as agreed between the Issuer and the relevant Dealer(s) and specified in the applicable Final Terms. If a Turbo Warrant's stop loss level is reached at any point during the product lifespan, the product will expire, potentially with no remaining value. The entire invested capital (plus any potential gains made during the lifetime of the product) is at risk. However, the payout value of a Turbo Warrant cannot be less than zero. Turbo Warrants may also provide for physical delivery of the Deliverable Asset(s) as set out in the relevant Additional Terms and Conditions. The terms and conditions of Turbo Warrants may be subject to adjustment if certain events affecting the relevant underlying asset occur, all as more fully described in the relevant Additional Terms and Conditions. Turbo Warrants will be issued by applying the Additional Terms and Conditions for Turbo Warrants and the relevant Additional Terms and Conditions in respect of the relevant underlying asset.

Formula-Linked Warrants

Amounts payable or deliverable in respect of exercise of Formula-Linked Warrants are determined by reference to one or several formula(e) which are based on the underlying(s) of such Formula-Linked Warrants. Formula-Linked Warrants may also provide for delivery of the Deliverable Asset(s) as set out in the relevant Additional Terms and Conditions. The terms and conditions of Formula-Linked Warrants may be subject to adjustment if certain events affecting the relevant underlying asset occur, all as more fully described in the Additional Terms and Conditions. Formula-Linked Warrants will be issued by applying the Additional Terms and Conditions relating to Formulae and the Additional Terms and Conditions in respect of the relevant underlying asset.

Physical Delivery Warrants

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

Share Linked Warrants

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

Index Linked Warrants

Payments in respect of Index Linked Warrants will be calculated by reference to one or more Indices as the relevant Issuer and the relevant Dealer(s) may agree and as indicated in the applicable Final Terms.

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

Index Linked Warrants are linked to the performance of an index that is not composed by the Issuer. In accordance with Commission Regulation (EC) 809/2004 (as amended), the Final Terms contains the name of the Index and an indication of where to obtain information about the index.

S&P Index Linked Warrants

Payments in respect of S&P Index Linked Warrants will be calculated by reference to one or more Société Générale Indices as the relevant Issuer and the relevant Dealer(s) may agree and as indicated in the applicable Final Terms.

S&P Index Linked Warrants may be subject to adjustment as more fully described in the Additional Terms and Conditions for S&P Index Linked Warrants.

S&P Index Linked Warrants are linked to the performance of an index that is either (i) composed by the Issuer or any other legal entities belonging to the Group or (ii) provided by a legal entity or a natural person acting in association with, or on behalf of, the Issuer or any other legal entity belonging to the Group (including, but without limitation, an entity acting as index calculation agent) (an **S&P Index**).

In respect of the description of the S&P Index, two categories can be contemplated:

- a) If the S&P Index is either composed by the Issuer or any other legal entity belonging to the Group, this Base Prospectus contains, in accordance with Commission Regulation (EC) 809/2004 (as amended), an index description including the essential characteristics to enable an investor to fully understand the index and its dynamics and make an informed assessment.
- b) If the Index is provided by a legal entity or a natural person acting in association with, or on behalf of, the Issuer or any other legal entity belonging to the Group, in accordance with Commission Regulation (EC) 809/2004 (as amended):
 - the complete set of rules of the index and information on the performance of the index are freely accessible on the Issuer's or on the index provider's website; and
 - the governing rules (including methodology of the index for the selection and the re-balancing of the components of the index, description of market disruption events and adjustment rules) are based on pre-determined and objective criteria.

For S&P Indices that belong all within sub-paragraph (b) above, the name of the S&P Index will be specified in the applicable Final Terms and the complete set of rules of the index and information on the performance of the index will be freely accessible on either the website www.sgindex.com or on the index provider's website.

The index description of the three following S&P Indices belonging to the first category (a) above are contained in section "Description of S&P Indices" of this Base Prospectus:

- 1) S&P Harmonia Index (EUR – Net Total Return)
- 2) S&P Harmonia Index (EUR – Excess Return)

3) SGI Pan Africa Index

It should be noted that additional SGI Indices may be used as underlyings following the publication of a supplement in accordance with the provisions of article 16 of the Prospectus Directive, containing an index description of such additional Indices.

Depository Receipts Linked Warrants

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

Dividend Linked Warrants

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

ETF Linked Warrants

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

Reference Rate Linked Warrants

Payments in respect of Reference Rate Linked Warrants will be calculated by reference to one or more reference rate as agreed between the Issuer and the relevant Dealer(s) and specified in the applicable Final Terms. Reference Rate Linked Warrants may be subject to adjustment, as more fully described in the Additional Terms and Conditions for Reference Rate Linked Warrants.

Foreign Exchange Rate Linked Warrants

Payments in respect of Foreign Exchange Rate Linked Warrants will be calculated by reference to one or more foreign exchange rates as agreed between the Issuer and the relevant Dealer(s) and specified in the applicable Final Terms.

Foreign Exchange Rate Linked Warrants may be subject to adjustment, as more fully described in the Additional Terms and Conditions for Foreign Exchange Rate Linked Warrants.

Commodity Linked Warrants

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

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

Fund Linked Warrants

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

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

Credit Linked Warrants

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

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

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

Inflation Linked Warrants

Payments in respect of Inflation Linked Warrants will be calculated by reference to inflation indices as the relevant Issuer and Dealer(s) may agree and as indicated in the applicable Final Terms.

Inflation Linked Warrants may be subject to adjustment, as more fully described in the Additional Terms and Conditions for Inflation Linked Warrants.

Bond Linked Warrants

Payments in respect of Bond Linked Warrants will be linked to the credit of a specified obligation (the "Bond" as specified in item 27(viii) of the applicable Final Terms) issued by a specified issuer (the "Bond Issuer" as specified in item 27(xi) of the Final Terms) and will be issued on such terms as may be agreed between the Issuer and the relevant Dealer(s) and specified in the applicable Final Terms.

In the event of the occurrence of certain circumstances (which may include, amongst other things, Bond Acceleration, Bond Default, Bond Early Redemption, Bond Failure to Pay, Bond Governmental Intervention, Bond Issuer ISDA Event or Bond Restructuring) in relation to a Bond or, with respect to Basket of Bonds, Bonds in each case as specified in the applicable Final Terms, the obligation of the Issuer to pay on the exercise date may be replaced by (i) an obligation to pay other amounts which are equal to either certain fixed amount(s) as specified in the applicable Final Terms or amounts calculated by reference to the value of the underlying assets (which may, in each case, be less than the par value of the Warrants at the relevant time)

ETP Linked Warrants

Payments in respect of ETP Linked Warrants will be calculated by reference to the performance of one or more exchange trade products as the relevant Issuer and the relevant Dealer(s) may agree and as indicated in the applicable Final Terms. ETP Linked Warrants may also provide for settlement by physical delivery of the Deliverable Asset(s) as set out in the Additional Terms and Conditions for ETP Linked Warrants. ETP Linked Warrants may be subject to adjustment as more fully described in the Additional Terms and Condition for ETP Linked Warrants.

Non Equity Security Linked Warrants

Payments in respect of Non Equity Security Linked Warrants will be calculated by reference to one or more notes, certificates, over-the-counter derivative products, options or future contracts as agreed between the Issuer and the relevant Dealer(s) and specified in the applicable Final Terms. Non Equity Security Linked Warrants may be subject to adjustment, as more fully described in the Additional Terms and Conditions for Non Equity Security Linked Warrants.

Preference Share Linked Warrants

Payments in respect of Preference Share Linked Warrants will be calculated by reference to the performance of a single specified preference share of the Preference Share Issuer. Preference Share Linked Warrants may be subject to adjustment, as more fully described in the Additional Terms and Conditions for Preference Share Linked Warrants.

Warrant Linked Warrants

Payments in respect of Warrant Linked Warrants will be calculated by reference to the performance of warrants issued by the Warrant Issuer as agreed between the Issuer and the relevant Purchaser(s).

Warrant Linked Warrants may be subject to adjustment, as more fully described in the Additional Terms and Conditions for Warrant Linked Warrants.

Future Linked Warrants

Payments in respect of Future Linked Warrants will be calculated by reference to one or more future contracts as agreed between the Issuer and the relevant Dealer(s) and specified in the applicable Final Terms. Future Linked Warrants may be subject to adjustments, as more fully described in the Additional Terms and Conditions for Future Linked Warrants.

Portfolio Linked Warrants

Payments in respect of Portfolio Linked Warrants will be calculated by reference to a portfolio of underlyings as the relevant Issuer and the relevant Dealer(s) may agree and as indicated in the applicable Final Terms. Portfolio Linked Warrants may also provide for settlement by physical delivery of the Deliverable Asset(s) as set out in the Additional Terms and Conditions for Portfolio Linked Warrants. Portfolio Linked Warrants may be subject to adjustment as more fully described in the Additional Terms and Condition for Portfolio Linked Warrants.

IMPORTANT INFORMATION RELATING TO NON-EXEMPT OFFERS OF WARRANTS

Certain Issues of Warrants may be offered in circumstances where there is no exemption from the obligation under the Prospectus Directive to publish a prospectus. Any such offer is referred to below as a **Non-exempt Offer**.

If, in the context of a **Non-exempt Offer**, you are offered Warrants by any entity, you should check that such entity has been given consent to use this Base Prospectus for the purposes of making its offer before agreeing to purchase any Warrants. The following entities have consent to use this Base Prospectus in connection with a **Non-exempt Offer**:

- any entity named as a **Dealer** in the applicable **Final Terms**;
- if the clause "**Type of Consent**" is stated as being "**Individual Consent**" in the applicable **Final Terms**:
 - any financial intermediary specified in the applicable **Final Terms** as having been granted specific consent to use the Base Prospectus; or
 - any financial intermediary named on the relevant website of the Issuer as an **Authorised Offeror** in respect of the **Non-exempt Offer** (if that financial intermediary has been appointed after the date of the applicable **Final Terms**); and
- if the clause "**Type of Consent**" is stated as being "**General Consent**" in the applicable **Final Terms**, any financial intermediary authorised to make such offers under the **Markets in Financial Instruments Directive (Directive 2004/39/EC)** as amended who has published the **Acceptance Statement** (as defined below) on its website.

The entities listed above have been given consent to use the Base Prospectus only during the **Offer Period** specified in the applicable **Final Terms** and only in the **Public Offer Jurisdictions**.

Other than as set out above, the Issuer has not authorised the making of any **Non-exempt Offer** by any person and the Issuer has not consented to the use of this Base Prospectus by any other person in connection with any **Non-exempt Offer of Warrants**.

1. CONSENT GIVEN IN ACCORDANCE WITH ARTICLE 3.2 OF THE PROSPECTUS DIRECTIVE

In the context of any offer of Warrants that is not within an exemption from the requirement to publish a prospectus under the Prospectus Directive (a **Non-exempt Offer**), each of the Issuer and the Guarantor accepts responsibility, in each Member State for which it has given its consent (each a **Public Offer Jurisdiction**) as specified below, for the content of the Base Prospectus under Article 6 of the Prospectus Directive in relation to any person (an **Investor**) to whom any offer of Warrants is made by any financial intermediary to whom it has given its consent to use the Base Prospectus (an **Authorised Offeror**), where the offer is made during the period for which that consent is given in a **Public Offer Jurisdiction** for which that consent was given and is in compliance with all other conditions attached to the giving of the consent. The consent and conditions attached to it are set out under "**Type of Consent**" and "**Conditions to Consent**" below.

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

However, neither the relevant Issuer, the Guarantor nor the relevant Dealer has any responsibility for any of the actions of any **Authorised Offeror**, including the non-compliance by an **Authorised Offeror** with applicable conduct of business rules or other local regulatory requirements or other securities law requirements in relation to such offer.

Neither the relevant Issuer, the Guarantor nor the relevant Dealer authorises the use of the Base Prospectus in the case of a Non-exempt Offer of Warrants in a Member State other than a Public Offer Jurisdiction or in a Public Offer Jurisdiction but made by a financial intermediary to which the relevant Issuer has not given its consent. Such unauthorised Non-exempt Offers are not made by or on behalf the relevant Issuer the Guarantor or the relevant Dealer and neither the relevant Issuer, the Guarantor nor the relevant Dealer accepts any responsibility for the actions of any person making such offers and the related consequences.

Save as provided above, neither the relevant Issuer, the Guarantor nor the relevant Dealer authorises that any Non-exempt Offers of Warrants may be made in circumstances which make a relevant Issuer to publish a prospectus or a supplement to the Base Prospectus.

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

2. TYPE OF CONSENT

Subject to the conditions set out below under "*Conditions to consent*" and if it is specified in the applicable Final Terms relating to any Issue of Warrants, the Issuer consents to the use of the Base Prospectus in relation to an Non-exempt Offer of such Warrants during the offer period specified in the applicable Final Terms (the **Offer Period**).

The consent given by the Issuer may be an individual consent (an **Individual Consent**) and/or a general consent (a **General Consent**), each as further described below and as specified in the applicable Final Terms.

2.1 Individual Consent

If the clause "*Type of Consent*" is stated as being "*Individual Consent*" in the applicable Final Terms, it means that the Issuer consents to the use of the Base Prospectus in relation to an Non-exempt Offer of such Warrants by the relevant Dealer and by:

- (i) any financial intermediary (other than a Dealer) acting in association with the Issuer named **Initial Authorised Offeror**, whose name and address are specified in the applicable Final Terms; and
- (ii) any financial intermediary acting in association with the Issuer, appointed after the date of the applicable Final Terms, and named **Additional Authorised Offeror**, whose name and address will be published on the relevant website of the Issuer.

2.2 General Consent

If the clause "*Type of Consent*" is stated as being "*General Consent*" in the applicable Final Terms, it means that the Issuer consents to the use of the Base Prospectus in relation to an Non-exempt Offer of Warrants to any financial intermediary acting independently from the Issuer named **General Authorised Offeror** which:

- (i) holds all necessary licences, consents, approvals and permissions required by any laws, rules, regulations and guidance (including from any regulatory body), applicable to the Non-exempt Offer of the Warrants to be authorised to do such offer under the applicable laws of the Public Offer Jurisdiction, in particular the law implementing the Markets in Financial Instruments Directive (Directive 2004/39/EC) as amended; and

- (ii) publishes on its website a statement that it makes such Non-exempt Offer of Warrants based on the General Consent given by the Issuer for the use of the Base Prospectus (the **Acceptance Statement**).

"We, [insert legal name of financial intermediary], refer to the offer of [insert title of relevant Warrants] (the **Warrants**) described in the Final Terms dated [insert date] (the **Final Terms**) published by [Société Générale/Société Générale Effekten GmbH/SG Issuer] (the **Issuer**) [and Société Générale (the **Guarantor**)]. We hereby accept the offer by the Issuer [and the Guarantor] of its consent to our use of the Base Prospectus (as defined in the Final Terms) in connection with the offer of the Warrants in accordance with the terms and subject to the conditions to such consent, each as specified in the Base Prospectus, and confirm that we are using the Base Prospectus accordingly."

Through this publication on its website, the General Authorised Offeror commits itself to respect the following conditions:

- (a) it acts in accordance with all applicable laws, rules, regulations and guidance (including from any regulatory body applicable to the Non-exempt Offer of the Warrants in the Public Offer Jurisdiction, in particular the law implementing the Markets in Financial Instruments Directive (Directive 2004/39/EC) as amended (hereinafter the **Rules**) and makes sure that (i) any investment advice in the Warrants by any person is appropriate, (ii) the information to prospective investors including the information relating to any expenses (and any commissions or benefits of any kind) received or paid by this General Authorised Offeror under the offer of the Warrants is fully and clearly disclosed prior to their investment in the Warrants;
- (b) it complies with the restrictions set out under "*Subscription, Sale and Transfer Restrictions*" in the Base Prospectus related to the Public Offer Jurisdiction as if it acted as a Dealer in the Public Offer Jurisdiction;
- (c) ensure that the existence of any fee (and any other commissions or benefits of any kind) or rebate received or paid by the relevant financial intermediary in relation to the offer or sale of the Warrants does not violate the Rules is fully and clearly disclosed to investors or prospective investors prior to their investment in the Warrants and to the extent required by the Rules, provides further information in respect thereof;
- (d) it complies with the Rules relating to anti-money laundering, anti-corruption, anti-bribery and "know your customer" rules (including, without limitation, taking appropriate steps, in compliance with such rules, to establish and document the identity of each prospective investor prior to initial investment in any Warrants by the Investor), and will not permit any application for Warrants in circumstances where the financial intermediary has any suspicions as to the source of the application monies; it retains investor identification records for at least the minimum period required under applicable Rules, and shall, if so requested, make such records available to the relevant Issuer and/or the relevant Dealer or directly to the competent authorities with jurisdiction over the relevant Issuer and/or the relevant Dealer in order to enable the relevant Issuer and/or the relevant Dealer to comply with anti-money laundering, anti-corruption, anti-bribery and "know your customer" rules applying to the relevant Issuer and/or the relevant Dealer, as the case may be;
- (e) co-operate with the Issuer and the relevant Dealer in providing relevant information (including, without limitation, documents and records maintained pursuant to paragraph (d) above) and such further assistance as reasonably requested upon written request from the Issuer or the relevant Dealer in each case, as soon as is reasonably practicable and, in any event, within any time frame set by any such regulator or regulatory process. For this purpose, relevant information that is available to or can be acquired by the relevant financial intermediary:
 - (i) in connection with any request or investigation by any regulator in relation to the Warrants, the Issuer or the relevant Dealer; and/or

- (ii) in connection with any complaints received by the Issuer and/or the relevant Dealer relating to the Issuer and/or the relevant Dealer or another Authorised Offeror including, without limitation, complaints as defined in rules published by any regulator of competent jurisdiction from time to time; and/or
- (iii) which the Issuer or the relevant Dealer may reasonably require from time to time in relation to the Warrants and/or as to allow the Issuer or the relevant Dealer fully to comply with its own legal, tax and regulatory requirements;
- (f) it does not, directly or indirectly, cause the Issuer or the relevant Dealers to breach any Rule or any requirement to obtain or make any filing, authorisation or consent in any jurisdiction;
- (g) it meets any other condition specified under the clause "*Other conditions to consent*" in the applicable Final Terms;
- (h) it commits itself to indemnify the relevant Issuer, the Guarantor (if applicable) and the relevant Dealer, Société Générale and each of its affiliates for any damage, loss, expense, claim, request or loss and fees (including reasonable fees from law firms) incurred by one of these entities because of, or in relation with, any failure by this General Authorised Offeror (or any of its sub-distributors) to respect any of these obligations above;
- (i) it is familiar with, and has policies and procedures in place to comply with, any applicable rules and regulations relating to anti-bribery and corruption, including any changes thereto;
- (j) (a) it and any person within its control (including any director, officer or employee, each a controlled person) has not committed and will not commit any corrupt act directly or indirectly and (b) to the best of its knowledge, none of its sub-distributors has committed any corrupt act directly or indirectly, in each case to or for the use or benefit of, any person or any government official (which shall include any official, employee or representative of, or any other person acting in an official capacity for or on behalf of any government of any jurisdiction, any public international organisation, any political party, or any quasi-governmental body);
- (k) it has in place adequate policies, systems, procedures and controls designed to prevent itself, its sub-distributors and any controlled person from committing any corrupt act and to ensure that any evidence or suspicion of corrupt acts is fully investigated, reported to Société Générale or the relevant Issuer and acted upon accordingly;
- (l) neither it nor any of its agents, sub-distributors or controlled persons is ineligible or treated by any governmental or international authority as ineligible to tender for any contract or business with, or to be awarded any contract or business by, such authority on the basis of any actual or alleged corrupt act;
- (m) it has kept adequate records of its activities, including financial records in a form and manner appropriate for a business of its size and resources;
- (n) it represents and warrants that it shall not distribute financial instruments to, or enter into any arrangement with respect to financial instruments with, sanctioned persons;
- (o) it undertakes to promptly inform Société Générale or the relevant Issuer of (a) any complaint received in relation to its activities or the financial instruments; or (b) any event affecting it, including but not limited to any of: (i) a regulatory investigation or audit of it or its affiliates, partners or agents; (ii) legal proceedings initiated by a competent regulatory authority against it or its affiliates, partners or agents; or (iii) a judgment rendered or penalty levied against it or its affiliates, partners or agents, which in each case might reasonably involve a reputational risk for Societe Generale or the relevant Issuer; and

- (p) it acknowledges that its commitment to respect the obligations above is governed by [French law] [English law] and agrees that any related dispute is brought before the [tribunaux de Paris, France] [English courts].

Any General Authorised Offeror which wishes to use the Base Prospectus for a Non-exempt Offer of Warrants in accordance with this General Consent and the related conditions is required, during the time of the relevant Offer Period, to publish on its website the Acceptance Statement.

3. CONDITIONS TO CONSENT

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;
- (b) only extends to the use of this Base Prospectus to make Non-exempt Offers of the relevant Tranche of Warrants in Finland, France, Ireland, Italy, Luxembourg, Netherlands, Norway, Spain, Sweden and United Kingdom, as specified in the applicable Final Terms.

The only Member 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 Public Offer Jurisdictions will be Finland, France, Ireland, Italy, Luxembourg, Netherlands, Norway, Spain, Sweden and United Kingdom.

4. ARRANGEMENTS BETWEEN INVESTORS AND AUTHORISED OFFERORS

An Investor intending to acquire or acquiring any Warrants from an Authorised Offeror will do so, and offers and sales of the Warrants to an Investor by an Authorised Offeror will be made, in accordance with any terms and other arrangements in place between such Authorised Offeror and such Investor including as to price, allocation and settlement arrangements (the **Terms and Conditions of the Non-exempt Offer**). The relevant Issuer and the Guarantor will not be a party to any such arrangements with Investors (other than the Dealer) in connection with the offer or sale of the relevant Warrants and, accordingly, the Base Prospectus and the applicable Final Terms will not contain such information.

The information relating to the Terms and Conditions of the Non-exempt Offer shall be provided to the Investors by the Authorised Offeror at the time such Non-exempt Offer is made. None of the relevant Issuer, the Guarantor or any Dealer (except where such Dealer is the relevant Authorised Offeror) has any responsibility or liability to an Investor in respect of such information.

DOCUMENTS INCORPORATED BY REFERENCE

1. LIST OF THE DOCUMENTS INCORPORATED BY REFERENCE

The following documents, which have previously been published or are published simultaneously with this Base Prospectus and have been filed with the CSSF, shall be incorporated by reference into, and form part of, this Base Prospectus.

The documents incorporated by reference in paragraphs 1.1, 1.2 and 1.3 below are direct and accurate translations into English of the original version of such documents issued in French. Each relevant Issuer accepts responsibility for such translations.

Copies of the documents incorporated by reference into this Base Prospectus can be obtained from the office of Société Générale and the specified office of each of the Paying Agents, in each case at the address given at the end of this Base Prospectus.

This Base Prospectus and the documents incorporated by reference hereinto are available on the Luxembourg Stock Exchange website (www.bourse.lu).

1.1 Documents incorporated by reference relating to Société Générale

To the extent that each of the documents incorporated by reference relating to Société Générale incorporates itself documents by reference, such documents shall not be deemed incorporated by reference herein. Any reference to documents incorporated by reference relating to Société Générale shall be deemed to exclude the parts referred to in (i), (ii) and (iii) in the paragraphs 1.1.1 to 1.1.3 below.

1.1.1 2015 Registration Document

The expression "**2015 Registration Document**" means the English version of the *document de référence* 2015 of Société Générale which contains, among other, the annual financial statements audited for the financial year ended 31 December 2014, the French version of which was filed with the *Autorité des marchés financiers* (hereinafter the **AMF**) on 4 March 2015 under No D. 15-0104, except for (i) the inside cover page containing the AMF visa and the related textbox, (ii) the statement of the person responsible for the registration document and the annual financial report made by Mr. Frédéric Oudéa, Chairman and Chief Executive Officer of Société Générale, page 552 and (iii) the cross reference table, pages 555-564.

The cross reference table in relation to the 2015 Registration Document appears in the paragraph 2.1.1 below.

1.1.2 2016 Registration Document

The expression "**2016 Registration Document**" means the English version of the *document de référence* 2016 of Société Générale which contains, among other, the annual financial statements audited for the financial year ended 31 December 2015, the French version of which was filed with the AMF on 7 March 2016 under No D.16-0115, except for (i) the inside cover page containing the AMF visa and the related textbox, (ii) the statement of the person responsible for the registration document and the annual financial report made by Mr. Frédéric Oudéa, Chief Executive Officer of Société Générale, page 480 and (iii) the cross reference table, pages 484-486.

The cross reference table in relation to the 2016 Registration Document appears in the paragraph 2.1.2 below.

1.1.3 First Update to the 2016 Registration Document

The expression "**First Update to the 2016 Registration Document**" means the English version of the first update to the 2016 Registration Document of Société Générale, the French version of which was filed with the AMF on 4 May 2016 under No D.16-0115-A01, except for (i) the cover page containing the AMF visa and the related textbox, (ii) the statement of the person responsible for updating the registration document made by Mr. Frédéric Oudéa, Chief Executive Officer of Société Générale, page 80 and (iii) the cross reference table, pages 82-83.

The cross reference table in relation to the First Update to the 2016 Registration Document appears in the paragraph 2.1.3 below.

1.2 Documents incorporated by reference relating to SG Issuer

1.2.1 2014 Annual Financial Statements

The expression "**2014 Annual Financial Statements**" means the English version of the audited annual financial statements of SG Issuer for the financial year ended 31 December 2014 prepared in accordance with international financial reporting standards (IFRS), the related appendix and notes and the statutory auditor's report for each year, each issued in French.

The cross reference table in relation to the 2014 Annual Financial Statements appears in the paragraph 2.2.1 below.

1.2.2 2015 Annual Financial Statements

The expression "**2015 Annual Financial Statements**" means the English version of the audited annual financial statements of SG Issuer for the financial year ended 31 December 2015 prepared in accordance with international financial reporting standards (IFRS), the related appendix and notes and the statutory auditor's report for each year, each issued in French.

The cross reference table in relation to the 2015 Annual Financial Statements appears in the paragraph 2.2.2 below.

1.3 Documents incorporated by reference relating to Société Générale Effekten GmbH

1.3.1 2014 Annual Financial Statements

The expression "**2014 Annual Financial Statements**" means the translation into English of the audited annual financial statements of Société Générale Effekten GmbH for the financial year ended 31 December 2014 prepared in accordance with IDW Auditing Standard, the related appendix and notes and the free translation into English language of the statutory auditors' report for such year.

The cross reference table in relation to the 2014 Annual Financial Statements appears in paragraph 2.3.1 below.

1.3.2 2015 Annual Financial Statements

The expression "**2015 Annual Financial Statements**" means the English version of the audited annual financial statements of Société Générale Effekten GmbH for the financial year ended 31 December 2015 prepared in accordance with international financial reporting standards (IFRS), the related appendix and notes and the statutory auditor's report for such year.

The cross reference table in relation to the 2015 Annual Financial Statements appears in the paragraph 2.3.2 below.

1.4 Documents incorporated by reference relating to Previous Base Prospectuses

The expression "**Previous Base Prospectuses**" means collectively the 2013, 2014 Base Prospectus and the 2015 Base Prospectus.

The cross reference table in relation to the Previous Base Prospectuses appears in the paragraph 2.4 below.

1.4.1 2013 Base Prospectus

The expression "**2013 Base Prospectus**" means collectively:

- the warrants issuance programme base prospectus dated 24 July 2013;
- the supplement thereto dated 20 August 2013;
- the supplement thereto dated 16 October 2013;
- the supplement thereto dated 12 November 2013;
- the supplement thereto dated 3 December 2013; and
- the supplement thereto dated 3 March 2014.

For the avoidance of doubt, the supplements dated 20 September 2013, 8 April 2014, 17 June 2014 and 24 June 2014 are not incorporated by reference into this Base Prospectus.

1.4.2 2014 Base Prospectus

The expression "**2014 Base Prospectus**" means collectively:

- the warrants issuance programme base prospectus dated 23 July 2014;
- the supplement thereto dated 13 August 2014;
- the supplement thereto dated 15 October 2014;
- the supplement thereto dated 1 December 2014; and
- the supplement thereto dated 10 April 2015.

For the avoidance of doubt, the supplements dated 10 December 2014, 4 March 2015, 5 May 2015 and 12 June 2015 are not incorporated by reference into this Base Prospectus.

1.4.3 2015 Base Prospectus

The expression "**2015 Base Prospectus**" means collectively:

- the warrants issuance programme base prospectus dated 31 July 2015;
- the supplement thereto dated 21 September 2015;
- the supplement thereto dated 27 October 2015;
- the supplement thereto dated 4 December 2015;
- the supplement thereto dated 14 January 2016; and
- the supplement thereto dated 20 April 2016.

For the avoidance of doubt, the supplements dated 1 March 2016 and 25 May 2016 are not incorporated by reference into this Base Prospectus.

2. CROSS REFERENCE TABLES OF THE DOCUMENTS INCORPORATED BY REFERENCE

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

For the avoidance of doubt, the documents incorporated by reference in the 2015 Registration Document, the 2016 Registration Document, the First Update to the 2016 Registration Document, the 2014 Annual Financial Statements and the 2015 Annual Financial Statements of SG Issuer, the 2014

Annual Financial Statements and the 2015 Annual Financial Statements of Société Générale Effekten GmbH and the Previous Base Prospectuses are not incorporated by reference in this Base Prospectus.

References to pages appearing in each of the cross-reference tables are to those of each document incorporated by reference.

2.1 Cross reference tables relating to Société Générale

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2.1.3 First Update to the 2016 Registration Document

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2.3 Cross reference tables relating to Société Générale Effekten GmbH**2.3.1 2014 Annual Financial Statements**

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FINAL TERMS OR DRAWDOWN PROSPECTUS

In this section the expression "**necessary information**" means, in relation to any Issue of Warrants, the information necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuers and the Guarantor and of the rights attaching to the Warrants. In relation to the different types of Warrants which may be issued under the Programme, the Issuers and the Guarantor have endeavoured to include in this Base Prospectus all of the necessary information except for information relating to the Warrants which is not known at the date of this Base Prospectus and which can only be determined at the time of an individual issue of an Issue of Warrants.

Any information relating to the Warrants which is not included in this Base Prospectus and which is required in order to complete the necessary information in relation to an Issue of Warrants will therefore be contained either in the applicable Final Terms or in a drawdown prospectus. Such information will be contained in the applicable Final Terms unless any of such information constitutes a significant new factor relating to the information contained in this Base Prospectus in which case such information, together with all of the other necessary information in relation to the relevant Issue of Warrants, will be contained in a Drawdown Prospectus..

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

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

In accordance with Article 5.3 of the Prospectus Directive, the Drawdown Prospectus will be drawn up as a single document, incorporating by reference, if applicable, the relevant parts of the Base Prospectus.

SUPPLEMENT TO THE BASE PROSPECTUS

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

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

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

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

FORM OF THE WARRANTS

1. DEFINITIONS

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

Clearing System Global Warrant means a global English Law Warrant in bearer form which represents Warrants in a clearing system.

Clearstream, Luxembourg means Clearstream Banking, *société anonyme*.

Definitive Registered Warrant means any definitive English Law Warrant in registered form whether or not such Definitive Registered Warrant is issued in exchange for a Registered Global Warrant or Clearing System Global Warrant.

Dematerialised Warrants means French Law Warrants in dematerialised form, the title of which will be evidenced in accordance with articles L.211-3 *et seq.* and R.211-1 of the French *Code monétaire et financier* by book entries (*inscriptions en compte*).

English Law Warrants means Clearing System Global Warrants, Registered Warrants, Definitive Registered Warrants, Registered Global Warrants and Uncertificated Warrants which are governed by English law and the Terms and Conditions of the English Law Warrants except, in the case of Uncertificated Nordic Warrants and Uncertificated Italian Warrants, in respect of their form, title, transfer and payments which shall be governed by the laws applicable to the relevant central securities depository and clearing institution on which they are admitted.

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

EUI Warrants means English Law Warrants issued in uncertificated form, cleared and settled through a central securities depository and clearing institution, being either EUI or CREST.

Euroclear means Euroclear Bank S.A./N.V.

Euroclear Finland means Euroclear Finland Ltd.

Euroclear France means Euroclear France as a subsidiary of Euroclear Bank S.A./N.V.

Euroclear Sweden means Euroclear Sweden AB.

French Law Warrants means Materialised Warrants and Dematerialised Warrants which are governed by French law and the Terms and Conditions for French Law Warrants.

Global Warrant means English Law Warrants in the form of either a Clearing System Global Warrant or a Registered Global Warrant.

Iberclear means Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores S.A., Unipersonal.

Materialised Warrants means French Law Warrants in materialised form which must be issued outside the French territory in accordance with Articles L.211-3 et seq. of the French *Code monétaire et financier*.

Monte Titoli means Monte Titoli S.p.A

Registered Global Warrant means a global English Law Warrant in registered form representing an issue of Registered Warrants.

Registered Warrants means English Law Warrants in certificated registered form.

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

Uncertificated Warrants means Warrants issued in uncertificated book entry form, without issue by the Issuer or its agent of any physical document of title which are cleared and settled through a central securities depository and clearing institution, being either (i) Verdipapirsentralen (the **Uncertificated Norwegian Warrants**) (ii) Euroclear Finland (the **Uncertificated Finnish Warrants**), (iii) Euroclear Sweden (the **Uncertificated Swedish Warrants**), (iv) Monte Titoli (the **Uncertificated Italian Warrants**) or, with respect to Warrants which are admitted to trading on the Italian Stock Exchange, any other central securities depository in accordance with the rules of Borsa Italiana S.p.A. applicable from time to time or (v) EUI or CREST (the **EUI Warrants**) or, in each case, through any other central securities depository and clearing institution as specified in the applicable Final Terms (the **Relevant CSD**).

Verdipapirsentralen means Verdipapirsentralen ASA (VPS) as central security depository for Norway.

Warrants means, collectively, Clearing System Global Warrants, Registered Warrants, Definitive Registered Warrants, Registered Global Warrants, Uncertificated Warrants, Dematerialised Warrants or Materialised Warrants or any of the foregoing, as the context requires.

2. ENGLISH LAW WARRANTS (OTHER THAN UNCERTIFICATED WARRANTS)

English Law Warrants (other than Uncertificated Warrants) will be Clearing System Global Warrants, Registered Global Warrants or Definitive Registered Warrants.

2.1 Clearing System Global Warrants

For so long as any of the Warrants is represented by a Clearing System Global Warrant held by a common depository on behalf of Euroclear Bank S.A./N.V. and/or Clearstream Banking, *société anonyme* and/or Iberclear, each person (other than Euroclear, Clearstream, Luxembourg or Iberclear, as the case may be) who is for the time being shown in the records of Euroclear and/or Clearstream, Luxembourg and/or Iberclear as the holder of a Warrant (in which regard any certificate or other document issued by Euroclear, Clearstream, Luxembourg and/or Iberclear as to the number of such Warrants standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Guarantor and any Paying Agent as the holder of such number of the Warrants for all purposes other than with respect to payments in respect of such Warrants, for which purpose the bearer of the relevant Clearing System Global Warrant shall be treated by the Issuer, the Guarantor and any Paying Agent as the holder of such number of Warrants in

accordance with and subject to the terms of the Clearing System Global Warrant (and the expressions "Warrantholder" and "holder of Warrants" and related expressions shall be construed accordingly).

2.2 Registered Global Warrants and Definitive Registered Warrants

Payments in respect of the Registered Global Warrants will, in the absence of provision to the contrary, be made to the person shown on the Register (as defined in Condition 4.3 of the Terms and Conditions of the English Law Warrants) as the registered holder of the Registered Global Warrants. None of the Issuer, the Guarantor, or any Agent will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Registered Global Warrants or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments in respect of Definitive Registered Warrants will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in Condition 4.3 of the Terms and Conditions of the English Law Warrants) immediately preceding the due date for payment in the manner provided in Condition 4.3 of the Terms and Conditions of the English Law Warrants.

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

3. UNCERTIFICATED WARRANTS

3.1 Uncertificated Nordic Warrants

The Issuer may issue Uncertificated Nordic Warrants. The holder of an Uncertificated Nordic Warrant will be the person appearing in the register of the relevant securities depository and clearing institution in accordance with the legislation, rules and regulations applicable to, and/or issued by, the Relevant CSD.

Uncertificated Nordic Warrants will be transferable, and payments thereon will be made, in accordance with such legislation, rules and regulations as further described in the Terms and Conditions.

Uncertificated Nordic Warrants are in uncertificated and dematerialised book-entry form. No global or definitive Warrants will be issued in respect of Uncertificated Nordic Warrants. Title to Uncertificated Nordic Warrants will pass by registration in the register that the Issuer will procure to be kept by a central securities depository and clearing institution on behalf of the Issuer. Where a nominee is so evidenced it shall be treated as the holder of the relevant Uncertificated Nordic Warrants.

Uncertificated Nordic Warrants and any non-contractual obligations arising out of or in connection with the Uncertificated Nordic Warrants will be governed by English law except in respect of their form, title, transfer and payments thereon which shall be governed by the laws applicable to the Relevant CSD.

3.2 EUI Warrants

The EUI Warrants are participating securities for the purposes of the Uncertificated Securities Regulations 2001, including any modification or re-enactment thereof for the time being in force (the **Regulations**). Title to the EUI Warrants is recorded on the relevant Operator register of corporate

securities. Computershare Investor Services PLC, as "**EUI Agent**" acting on behalf of the Issuer shall, in relation to the EUI Warrants, maintain a record of uncertificated corporate securities in accordance with the records of Euroclear UK & Ireland Limited (EUI or CREST) (formerly known as CRESTCo Limited) (the **Record**) and shall procure that the Record is regularly updated to reflect the Operator register of corporate securities in accordance with the rules and practices from time to time of the Operator. Subject to this requirement, (i) each person who is for the time being shown in the Record as the holder of a particular number of EUI Warrants shall be treated by the Issuer and the EUI Agent as the holder of such number of EUI Warrants for all purposes (and the expression EUI Warrantholder and related expressions shall be construed accordingly), and (ii) neither the Issuer, the Guarantor nor the EUI Agent shall be liable in respect of any act or thing done or omitted to be done by it or on its behalf in reliance upon the assumption that the particulars entered in the Record which the EUI Agent maintains are in accordance with particulars entered in the Operator register of corporate securities relating to the EUI Warrants. For the avoidance of doubt, in the event of any differences in information contained in the Record and the register of EUI Warrants in registered form kept at the Issuer's registered office, the register kept at the Issuer's registered office shall prevail for Luxembourg law purposes.

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

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

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

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

3.3 Uncertificated Italian Warrants

Uncertificated Italian Warrants will be issued in uncertificated and dematerialised book-entry form and are freely transferable by way of book entries on the accounts registered on Monte Titoli or, with respect to Warrants which are admitted to trading on the Italian Stock Exchange, on any other central securities

depository in accordance with the rules of Borsa Italiana S.p.A. applicable from time to time. The holder of an Uncertificated Italian Warrant will be the person being shown in the records of Monte Titoli as holder of Warrants in accordance with the applicable provisions of Italian law, including Legislative Decree 24 February 1998, No. 58 (**Italian Financial Services Act**), regulations and operating procedures applicable to and/or issued by Monte Titoli from time to time or, with respect to Warrants which are admitted to trading on the Italian Stock Exchange, the person which is shown on any other central securities depository, which is accepted by Borsa Italiana S.p.A. from time to time, in accordance with the relevant rules.

Uncertificated Italian Warrants will not be represented by paper certificates and the transfer and exchange of the Uncertificated Italian Warrants will take place exclusively through the electronic book-entry system managed by Monte Titoli or, with respect to Warrants which are admitted to trading on the Italian Stock Exchange, in accordance with operating procedures of any other applicable central securities depository, which is accepted by Borsa Italiana S.p.A. from time to time. Accordingly, any Uncertificated Italian Warrants shall be deposited by their owners with an intermediary participant in Monte Titoli which will in turn deposit the Uncertificated Italian Warrant with Monte Titoli.

Uncertificated Italian Warrants and any non-contractual obligations arising out of or in connection with the Uncertificated Italian Warrants will be governed by English law except in respect of their form, title, transfer and payments thereon which shall be governed by the laws applicable to the relevant central securities depository and clearing institution, being initially Monte Titoli, on which they are admitted.

4. FRENCH LAW WARRANTS

French Law Warrants will be either Dematerialised Warrants or Materialised Warrants, as specified in the applicable Final Terms.

4.1 Dematerialised Warrants

Title to Dematerialised Warrants will be evidenced in accordance with articles L.211-3 *et seq.* and R.211-1 of the French Code monétaire et financier by book entries (*inscriptions en compte*). No physical document of title (including *certificats représentatifs* pursuant to article R.211-7 of the French *Code monétaire et financier*) will be issued in respect of Dematerialised Warrants.

Dematerialised Warrants may, at the option of the Issuer, be in bearer dematerialised form (*au porteur*) inscribed as of the Issue Date of the relevant Tranche of Dematerialised Warrants in the books of Euroclear France, which shall credit the accounts of Euroclear France Account Holders (as defined in the Terms and Conditions of the French Law Warrants) including Euroclear, the depository bank for Clearstream, Luxembourg, or in registered dematerialised form (*au nominatif*) and, in such latter case, at the option of the relevant Warranthead (as defined in French Law Condition 1), in either fully registered form (*nominatif pur*), in which case they will be inscribed in an account maintained by the Issuer or by a registration agent (designated in the applicable Final Terms) for the Issuer, or in administered registered form (*nominatif administré*) in which case they will be inscribed in the accounts of the Euroclear France Account Holders designated by the relevant Warrantheads.

One Paris business day before the Issue Date of each Tranche of Dematerialised Warrants, the *Lettre Comptable* relating to such issue of Warrants shall be deposited with Euroclear France as central depository.

4.2 Materialised Warrants

Materialised Warrants will be in bearer materialised form only and may only be issued outside France. A temporary global certificate in bearer form (a **Temporary Global Certificate**) will initially be issued in connection with Materialised Warrants.

Upon the initial deposit of such Temporary Global Certificate with a common depositary, Euroclear or Clearstream, Luxembourg (or, if a subscriber holds an account with a clearing system other than Euroclear or Clearstream, Luxembourg which holds an account directly or indirectly in Euroclear or Clearstream, Luxembourg, such other clearing system) (the **Common Depositary**), Euroclear or Clearstream, Luxembourg (or such other clearing system) will credit the account of each subscriber of such Warrants.

French Law Warrants represented by a Temporary Global Certificate will be exchangeable in whole, but not in part, free of charge to the holder, on or after the Exchange Date (as defined below) for materialised bearer Warrants in definitive form (any such Warrants, **Definitive Materialised Bearer Warrants**):

- (a) if the applicable Final Terms indicates that such Temporary Global Certificate is issued in compliance with the TEFRA C Rules or in a transaction to which TEFRA rules are not applicable; and
- (b) otherwise, upon certification as to non-U.S. beneficial ownership in the form set out in the French Law Agency Agreement (as defined in the Terms and Conditions of the French Law Warrants) for Definitive Materialised Bearer Warrants.

On or after the Exchange Date, the holder of a Temporary Global Certificate may surrender such Temporary Global Certificate to or to the order of the Fiscal Agent (as defined in the French Law Agency Agreement). In exchange for any Temporary Global Certificate, the Issuer will deliver, or procure the delivery of, duly executed and authenticated Definitive Materialised Bearer Warrants. Definitive Materialised Bearer Warrants will be security printed at the expense of the Issuer in accordance with any applicable legal and stock exchange requirements in or substantially in the form set out in the French Law Agency Agreement.

For the purposes of this section, the Exchange Date shall be the day immediately following the later of (i) 40 days after the Temporary Global Certificate or, as the case may be, Temporary Global Certificate is issued and (ii) 40 days after the completion of the distribution of the relevant Tranche, as certified by the relevant Dealer (in the case of a non-syndicated issue) or the relevant lead manager (in the case of a syndicated issue).

5. DEEDS OF COVENANT

If any Global Warrant has become due and repayable in accordance with its terms and conditions or if the Expiry Date of such Warrant has occurred and payment in full of the amount due has not been made in accordance with the provisions of the Clearing System Global Warrant, then the Clearing System Global Warrant will become void at 8.00 p.m. (London time) on such day. At the same time, holders of interests in such Clearing System Global Warrant credited to their accounts with Euroclear and/or Clearstream, Luxembourg and/or Iberclear, as the case may be, will become entitled to proceed directly against the Issuer on the basis of statements of account provided by Euroclear and/or Clearstream, Luxembourg and/or Iberclear on and subject to the terms of the relevant Deed of Covenant.

6. EXCHANGE UPON THE OCCURRENCE OF AN EXCHANGE EVENT

Warrants issued in global form (as a Clearing System Global Warrant or Registered Global Warrant) will be exchangeable (free of charge), in whole but not in part, for Definitive Registered Warrants, upon not less than 60 days' written notice given to the Fiscal Agent from or on behalf of, as the case may be, Euroclear and/or Clearstream, Luxembourg and/or Iberclear acting on the instructions of any holder of an interest in the Clearing System Global Warrant or Registered Global Warrant as described therein (unless otherwise specified in the applicable Final Terms) or, in the case of a Clearing System Global Warrant, if such Warrant is held otherwise than on behalf of Euroclear or Clearstream, Luxembourg or Iberclear, the bearer thereof, in the event of the occurrence of any of the circumstances described in (i), (ii), (iii) or (iv) below (each, an **Exchange Event**) or by the Issuer in the event of the occurrence of the circumstances described in (iii) below:

- (i) if applicable, an Event of Default (as defined in English Law Condition 8) has occurred and is continuing;
- (ii) in the case of a Clearing System Global Warrant or a Registered Global Warrant registered in the name of a common depository for Euroclear and/or Clearstream, Luxembourg and/or Iberclear, the Issuer has been notified that both Euroclear and Clearstream, Luxembourg and/or Iberclear have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announce an intention permanently to cease business or have in fact done so and no successor clearing system is available;
- (iii) on the occasion of the next payment in respect of any Clearing System Global Warrants, the Issuer would be required to pay additional amounts as referred to in Condition 6 of the Terms and Conditions of the English Law Warrants and such payment would not be required were the Warrants in definitive form and
- (iv) in the case of Registered Global Warrants, the Issuer has or will become subject to adverse tax consequences which would not be suffered were such Registered Global Warrants represented by a Definitive Registered Warrant.

The Issuer will promptly give notice to Warrantholders in accordance with Condition 13 of the Terms and Conditions of the English Law Warrants if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg and/or Iberclear (acting on the instructions of any holder of an interest in such Global Warrant) may give notice to the Fiscal Agent or, as the case may be, the Registrar requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the Issuer may also give notice to the Registrar requesting exchange. Any such exchange shall occur not later than 10 days after the date of receipt of the first relevant notice by the Registrar.

7. CLEARING SYSTEMS

Any reference herein to "Euroclear France", "Euroclear" and/or "Clearstream, Luxembourg" and/or "Iberclear" (each as defined above) shall, whenever the context so permits, (i) be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms which is approved by the Issuer, the Guarantor (if applicable), the Fiscal Agent (if applicable), the Registrar (in the case of Registered Warrants only) and, in the case of Warrants listed on the Luxembourg Stock Exchange, which is acceptable to the Luxembourg Stock Exchange and, in the case of Warrants listed on Borsa Italiana S.p.A. (the **Italian Stock Exchange**), which is acceptable to the Italian Stock

Exchange; and (ii) shall, in relation to Uncertificated Warrants, include the relevant securities depositary and clearing institution, including, without limitation, Euroclear Sweden AB (**Euroclear Sweden**), Euroclear Finland Ltd (**Euroclear Finland**), Monte Titoli S.p.A. (**Monte Titoli**), Verdipapirsentralen ASA and Euroclear UK and Ireland (**EUI**).

8. OFFER AND SALE IN THE U.S. AND U.S. LEGENDS

8.1 Warrants

Warrants will be offered and sold only in an offshore transaction (as defined under Regulation S) to or for the account or benefit of a Permitted Transferee.

8.2 U.S. Legends

The following legend will appear on all permanent Materialised Warrants which have an original maturity of more than one year:

"ANY UNITED STATES PERSON (AS DEFINED IN THE INTERNAL REVENUE CODE OF THE UNITED STATES) WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE."

The sections referred to above provide that United States Persons, with certain exceptions, will not be entitled to deduct any loss on Materialised Warrants and will not be entitled to capital gains treatment of any gain on any sale, disposition, redemption or payment of in respect of such Warrants.

FORM OF FINAL TERMS

APPLICABLE FINAL TERMS

Dated [●]

[The following language applies if the Warrants are distributed in or from Switzerland:

The Warrants described in these Final Terms do not constitute a participation in a collective investment scheme within the meaning of the Swiss Federal Act on Collective Investment Schemes (CISA). Therefore, the Warrants are not subject to authorization and supervision by the Swiss Financial Market Supervisory Authority FINMA (FINMA), and investors in the Warrants will not benefit from protection under the CISA or supervision by FINMA. Investors in the Warrants will bear a credit risk on [the Issuer of the Warrants] [the Guarantor].

The Warrants may be distributed in or from Switzerland exclusively to Qualified Investors as defined in the CISA and must not be distributed publicly (see also section *Subscription, Sale and Transfer Restriction* in the Base Prospectus, as supplemented from time to time).]

[SOCIÉTÉ GÉNÉRALE][SG ISSUER] [SOCIÉTÉ GÉNÉRALE EFFEKTEN GMBH]¹

Issue of [Aggregate number of Warrants] [Title of Warrants]
[Unconditionally and irrevocably guaranteed by Société Générale]
under the
Warrants Issuance Programme

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions set forth under the heading ["Terms and Conditions of the English Law Warrants"] ["Terms and Conditions of the French Law Warrants"] [in the base prospectus dated 20 July 2016] [in the base prospectus dated 31 July 2015] [in the base prospectus dated 23 July 2014] [and] [in the base prospectus dated 24 July 2013] [as supplemented by [for base prospectus dated 20 July 2016: [insert date(s) of supplement(s)] [for base prospectus dated 31 July 2015: the supplements dated 21 September 2015, 27 October 2015, 4 December 2015, 14 January 2016 and 20 April 2016] [for base prospectus dated 23 July 2014: the supplements dated 13 August 2014, 15 October 2014, 1 December 2014 and 10 April 2015] [for base prospectus dated 24 July 2013: the supplements dated 20 August 2013, 16 October 2013, 12 November 2013, 3 December 2013 and 3 March 2014] [, which are incorporated by reference in the base prospectus dated 20 July 2016] and to which the Warrants shall be subject] [(which constitutes a **Base Prospectus** for the purposes of article 5.4 of the Prospectus Directive 2003/71/EC) (the **Prospectus Directive**) as amended]. This document constitutes the Final Terms of [the] [each Issue of] Warrants described herein [for the purposes of Article 5.4 of the Prospectus Directive and Article 8.4 of the *loi luxembourgeoise relative aux prospectus pour valeurs mobilières* dated 10 July 2005, as amended, which implements the Prospectus Directive] and must be read in conjunction with the Base Prospectus [and [any][each] supplement thereto and any other supplement published prior to the Issue Date (as defined below) (**Supplement(s)**)]; provided, however, that to the extent such Supplement (i) is published after these Final Terms have been signed or issued and (ii) provides for any change to the Terms and Conditions as set out under the heading ["Terms and Conditions of the English Law Warrants"] ["Terms and Conditions of the French Law Warrants"], such change(s) shall have no effect with respect to the terms and conditions of the Warrants to which these Final Terms relate. Full information on the Issuer[, the Guarantor] and the offer of the Warrants is only available on the basis of the combination of these Final Terms, the Base Prospectus and any Supplement(s). Prior to acquiring an interest in the Warrants described herein, prospective investors should read and understand

¹ Delete as applicable.

the information provided in these Final Terms, the Base Prospectus and any Supplement(s) and be aware of the restrictions applicable to the offer and sale of such Warrants in the United States or to, or for the account or benefit of, persons that are not Permitted Transferees.

[The Warrants described herein are Private Placement Warrants, meaning that they are not (i) offered to the public in the EEA for the purposes of article 3.1 of the Prospectus Directive as amended (except as specified under article 3.2 of the Prospectus Directive) or (ii) admitted to trading on a Regulated Market in the EEA for the purposes of article 3.3 of the Prospectus Directive.]

A summary of the Warrants (which comprises the summary in the Base Prospectus as amended to reflect the provisions of these Final Terms) is annexed to these Final Terms². Copies of the Base Prospectus, any Supplement(s) and these Final Terms are available for inspection from the head office of the Issuer[, the Guarantor], the specified offices of the Paying Agents and, *[in the case of Warrants admitted to trading on the Regulated Market of the Luxembourg Stock Exchange]* [on the website of the Luxembourg Stock Exchange (www.bourse.lu)] *[in the case of Warrants admitted to trading on a Regulated Market in France]* [on the website of the Issuers (www.sgbourse.fr)] *[in the case of Warrants admitted to trading on a Regulated Market in the United Kingdom or Ireland]* [on the website of the Issuers (www.sglistedproducts.co.uk)] *[in the case of Warrants admitted to trading on a Regulated Market in Sweden or Norway]* [on the website of the Issuers (www.societegenerale.se)] *[in the case of Warrants admitted to trading on a Regulated Market in Finland]* [on the website of the Issuers (www.societegenerale.fi)] *[in the case of Warrants admitted to trading on a Regulated Market in Spain]* [on the website of the Issuers (www.sgbolsa.es)] *[in the case of Warrants admitted to trading on a Regulated Market in Italy]* [on the website of the Issuers (www.prodotti.societegenerale.it)] *[in the case of Warrants admitted to trading on a Regulated Market in the Netherlands]* [on the website of the Issuers (www.beurs.societegenerale.nl)].

Any reference in these Final Terms to "General Terms and Conditions" is deemed to be a reference to "Terms and Conditions of the English Law Warrants" when the governing law of the Warrants is English law or "Terms and Conditions of the French Law Warrants" when the governing law of the Warrants is French law.

[In case of Public Offer continuing after the validity of the base Prospectus: The Base Prospectus expires on 19/07/2017. The updated base prospectus will be available on the website(s) referred to above.]

[Include whichever of the following apply or specify as "Not applicable". Distinguish, where necessary, between Warrants of different Issues. Note that the numbering should remain as set out below, even if "Not applicable" is indicated for individual paragraphs or subparagraphs. Italics denote guidance for completing the Final Terms. If "Not applicable" is specified in respect of a paragraph, the remaining sub-paragraph(s) shall be deleted.]

[When completing final terms, consideration should be given as to whether such terms or information constitute "significant new factors" and consequently trigger the need for a Supplement to the Base Prospectus under Article 16 of the Prospectus Directive.]

[Any reference in the applicable Final Terms to any date expressed under the form « DD/MM/YYYY » shall be deemed to be a reference to any date expressed under the form "Day/Month/Year"]

[If several Issues of Warrants are to be issued or offered simultaneously in one set of Final Terms, the separate paragraphs of the Final Terms will contain within them all relevant information required by such paragraphs in relation to each separate Issue of Warrants]

² Delete in the case of Private Placement Warrants.

1. **Date on which the Warrants become fungible:** [Not applicable] [Applicable as per Condition 15 of the General Terms and Conditions. The Warrants shall be consolidated and form a single issue with the *[insert title of the Warrants related to the previous Issue]* with effect from and including *[insert date]* [the Issue Date] *[issue date plus forty days]*
2. **[(i)] Settlement Currency:** [•][*If Euro, delete the following sub-paragraph*]
[[(ii)] Currency conversion in accordance with Condition 1 of the General Terms and Conditions: [Applicable] / [Not applicable]
3. **Number of Warrants:** *[Total number]* [divided into: *[specify number of Warrants]*]
4. **Issue Price:** *[Specify currency amount]* per Warrant
5. **Issue Date:** *[Specify date]*
[(DD/MM/YYYY)]

[N.B. For Preference Share Linked Warrants, the Preference Shares should already be in issue. For Warrant Linked Warrants, the Warrants should have been issued at least one Business Day prior to the Issue Date]

6. **Notional Amount per Warrant:** *[Specify amount]* [which shall also be the Nominal Amount, subject to the provisions of Conditions 1 and 2 of the Additional Terms and Conditions for Credit Linked Warrants] *[Include for Single Name Warrants or First-to-Default Warrants]* [Not applicable]
7. **[Expiration Date ((Fixed Scheduled Exercise)[European] Style Warrants)]/ [Exercise Period (American Style Warrants)]:** [The Warrants are Open-ended Warrants. Condition 5.13 of the General Terms and Conditions applies.]
[(DD/MM/YYYY)] *[Specify date for the purposes of Condition 3.2 of the General Terms and Conditions]*

[For Preference Share Linked Warrants: [Specify date] (such date being the "Scheduled Expiration Date"), subject to the provisions of paragraph, subject to the Additional Terms and Conditions for [Preference Share] Linked Warrants.]

[For Credit Linked Warrants: [Specify date] (such date being the "Scheduled Expiration Date"), subject to the provisions of paragraph 27 "Credit Linked Warrants Provisions" and the Additional Terms and Conditions for Credit Linked Warrants.]

[For Bond Linked Warrants: [Specify date] (such date being the "Scheduled Expiration Date"), subject to the provisions of paragraph 28 "Bond Linked Warrants Provisions" and the Additional Terms and Conditions for Bond Linked Warrants.]

[Where required for the purposes of the definition of

- "Determination Period" in Condition 5.3 of the Additional Terms and Conditions relating to Formulae: [Specify date] (such date being the "**Scheduled Expiration Date**").]
8. (i) **Settlement Date:**
[(DD/MM/YYYY)]
- [As set out in Condition 5 of the General Terms and Conditions][Specify date for the purposes of Condition 5 of the General Terms and Conditions][The Warrants are Open-ended Warrants]
- (ii) **Scheduled Settlement Date**
[applicable in respect of Physical Delivery Warrants only]:
[(DD/MM/YYYY)]
- [As per Condition 5.1.2 of the General Terms and Conditions][Specify date for the purposes of Condition 5.1.2 of the General Terms and Conditions][Not applicable]
9. **Governing law:**
- [English] [French] law.
10. **Type of Warrants:**
- [Unsecured] [In case of Secured Warrants Issued by SG Issuer only: Secured. See paragraph 31 "Secured Warrant Provisions" below.]
- [American] / [Fixed Scheduled Exercise] [European]
- (European Style Warrants are also known as Fixed Scheduled Exercise Style Warrants. Where the Warrants selected are Fixed Scheduled Exercise Style Warrants, any references in the Base Prospectus and in the applicable Final Terms to "European Style Warrants" is deemed to be a reference to Fixed Scheduled Exercise Style Warrants.)
- The Warrants are [Call]/[Put] Warrants
- [The Warrants are] [Share Linked Warrants] [Index Linked Warrants] [SGI Index Linked Warrants] [Depositary Receipts Linked Warrants] [Dividend Linked Warrants] [Non Equity Security Linked Warrants] [ETF Linked Warrants] [Reference Rate Linked Warrants] [Foreign Exchange Rate Linked Warrants] [Commodity Linked Warrants] [Fund Linked Warrants] [Credit Linked Warrants] [Inflation Linked Warrants] [Bond Linked Warrants] [Preference Share Linked Warrants] [Warrant Linked Warrants] [ETP Linked Warrants] [Future Linked Warrants] [Portfolio Linked Warrants].
- [The Warrants are [Long][Short] Warrants].
- [The Warrants are] [One-Delta Warrants][Fixed Leverage Warrants] [Formula-Linked Warrants][Turbo Warrants].
- [The provisions of the following Additional Terms and Conditions apply:

[Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants] [Additional Terms and Conditions relating to Formulae] [Additional Terms and Conditions for Share Linked Warrants] [Additional Terms and Conditions for Index Linked Warrants] [Additional Terms and Conditions for SGI Index Linked Warrants] [Additional Terms and Conditions for Depositary Receipts Linked Warrants] [Additional Terms and Conditions for Dividend Linked Warrants] [Additional Terms and Conditions for Non Equity Security Linked Warrants] [Additional Terms and Conditions for ETF Linked Warrants] [Additional Terms and Conditions for Reference Rate Linked Warrants] [Additional Terms and Conditions for Foreign Exchange Rate Linked Warrants] [Additional Terms and Conditions for Commodity Linked Warrants] [Additional Terms and Conditions for Fund Linked Warrants] [Additional Terms and Conditions for Credit Linked Warrants] [Additional Terms and Conditions for Inflation Linked Warrants] [Additional Terms and Conditions for Bond Linked Warrants] [Additional Terms and Conditions for Preference Share Linked Warrants] [Additional Terms and Conditions for Warrant Linked Warrants] [Additional Terms and Conditions for ETP Linked Warrants]][Additional Terms and Conditions for Future Linked Warrants] [Additional Terms and Conditions for Portfolio Linked Warrants]

[Such Additional Terms and Conditions contain, amongst others, the provisions for determining any amount where calculation is impossible or impracticable]

[The Structured Amount Provisions Apply]

11. Reference of the Product:

[[*Insert the Reference of the Product from the Additional Terms and Conditions relating to Formulae* [with Option *Insert the reference of the Option*] applicable] or the *Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants*], as described in the [Additional Terms and Conditions relating to Formulae][Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants]] [Not applicable]

PROVISIONS RELATING TO SETTLEMENT

12. Type of Settlement:

[The Warrants are] [Cash Settled Warrants][Physical Delivery Warrants]

13. Cash Settlement Amount:

[As set out in Condition 5.1 of the General Terms and Conditions][Not applicable]

14. **Conversion Rate:** [Not applicable] [Specify applicable rate for the purposes of Condition 5 of the General Terms and Conditions]
15. **Substitute Conversion Rate:** [Not applicable] [As set out in Condition 5.1.1 of the General Terms and Conditions] [Specify applicable rate for the purposes of Condition 5 of the General Terms and Conditions]
16. **Physical Delivery Warrant Provisions:** [Applicable] [Not applicable]
- [If not applicable and (in respect of Credit Linked Warrants) Alternative Physical Settlement does not apply, delete the remaining subparagraphs]
- (i) **Deliverable Asset(s):** [[Market Value] [Nominal Amount] [Other] as set out in Condition [English law: 4.11] [French law: 4.6] of the General Terms and Conditions] [Specify]
- [See paragraph 28(i) "Underlying(s)" below] [in respect of Credit Linked Warrants where Alternative Physical Settlement does not apply: Specified Deliverable Obligation(s)] [in respect of Credit Linked Warrants where Alternative Physical Settlement applies: Alternative Physical Delivery Amount]
- (ii) **Physical Delivery Amount:** [As per Condition 5 of the General Terms and Conditions]
- [In respect of Credit Linked Warrants, if applicable, specify the Credit Linked Physical Delivery Amount]
- (iii) **Provisions governing transfer of Deliverable Asset(s) [or payment of a cash sum]:** [See paragraph 13 (Cash Settlement Amount) [and, paragraph 24 (Early Trigger Level Settlement Amount(s) payable)]]
- [In respect of Credit Linked Warrants, if applicable: Applicable, as provided in the Additional Terms and Conditions for Credit Linked Warrants]
- [Not applicable – cash settlement does not apply]
- (iv) **Issuer's option to vary method of settlement:** [Applicable as per Condition [English law: 4.13] [French law: 4.8] of the General Terms and Conditions]
- [Not applicable.]
- [In respect of Credit Linked Warrants, if applicable: Applicable, as provided in the Additional Terms and Conditions for Credit Linked Warrants]
- (v) **Method of transfer of Deliverable Asset(s) in respect of Physical Delivery Amount or in respect of the Alternative Physical Delivery Amount** [As per Condition [English law: 4.11] [French law: 4.6] of the General Terms and Conditions, subject to Condition [English law: 4.14] [French law: 4.9] of the General Terms and Conditions]

	(if other than Delivery):	[In respect of Credit Linked Warrants: Delivery through the relevant Clearing System unless the Specified Deliverable Obligations are not eligible for clearance by the relevant Clearing System or otherwise as specified in Condition 1 of the Additional Terms and Conditions for Credit Linked Warrants, in which case transfer will take place outside the relevant Clearing System as set out in Condition 1 of the Additional Terms and Conditions for Credit Linked Warrants]
(vi)	Consequences of Settlement Disruption Event(s):	As per Condition [English law: 16.2.2] [French law: 15.2.2] of the General Terms and Conditions. (Please note that this sub-paragraph exists for information only and no new information should be inserted here)
17.	Parity:	[Specify number for use in calculation of Settlement Amount for the purposes of Condition 5 of the General Terms and Conditions] [Not applicable]
18.	Final Settlement Price:	[Replicate relevant formula from] [Specify] [Condition [3.1.1.2] [3.1.2.2] [3.1.3.2] [3.1.4.2] [3.2.1.2] [3.2.2.2] [3.2.3.2] [3.2.4.2] [3.2.5.2] [3.2.6.2] [3.2.7.2] [3.2.8.2] [3.2.9.2] [3.3.1.2] [3.3.2.2] [3.3.3.2] [3.3.4.2] of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants] [Condition [3.1.1.3] [3.1.2.3] [3.1.3.3] [3.2.1.3] [3.2.2.3] [3.2.3.3] [3.2.4.3] [3.2.5.3] [3.2.6.3] [3.3.1.3] [3.3.2.3] [3.3.3.3] [3.3.4.3] [3.3.5.3] [3.3.6.3] [3.3.7.3] [3.3.8.3] [3.3.9.3] [3.3.10.3] [3.3.13.3] [3.3.14.3] [3.3.15.3] [3.3.19.3] [3.3.20.3] [3.3.21.3] [3.3.23.3] [3.3.24.3] [3.3.25.3] [3.3.27.3] [3.3.28.3] [3.3.29.3] [3.3.30.3] [3.3.31.3] [3.3.32.3] [3.5.1.3] [3.5.2.3] [3.5.3.3] [3.5.4.3] [3.6.1.3] [3.6.2.3] [3.6.3.3] [3.6.4.3] [3.6.5.3] [3.7.1.3] [3.7.2.3] [3.7.3.3] [3.7.4.3] [3.7.5.3] [3.7.6.3] [3.7.7.3] [3.7.8.3] [3.7.9.3] [3.7.10.3] [3.7.11.3] [3.8.1.3] [3.8.2.3] [3.8.3.3] [3.8.4.3] [3.9.1.3] [3.9.2.3] [3.9.3.3] [3.10.1.3] [3.10.2.3] [3.10.3.3] [3.11.1.3] [3.11.2.3] [3.11.3.3] [3.11.4.3] of the Additional Terms and Conditions relating to Formulae]
19.	Averaging Date(s): [(DD/MM/YYYY)]	[Not applicable] [Specify for the purposes of Condition 1 of the Additional Terms and Conditions for Share/Index/SGI Index /Depositary Receipt /Dividend/ ETF/ Foreign Exchange /ETP Linked Warrants/ Future Linked Warrants, as applicable.]
20.	Optional Early Expiration at the option of the Issuer:	[Applicable as per Condition 5.6 of the General Terms and Conditions] [Not applicable] [If applicable in respect of Credit Linked Warrants or Bond Linked Warrants: Subject to the provision of notice in accordance with sub-paragraph (v), the Warrants shall be subject to early expiration in whole, but not in part, at the option of the Issuer on [any Business Day] [specify] from but excluding the Issue Date to but excluding the Expiration Date.]

- (i) **Optional Early Settlement Amount:** [Not applicable][Determined in accordance with [Option 1][Option 2][Option 3][Option 4] of Condition 5.6 of the General Terms and Conditions][Specify amount] [As per Condition 1 of the Additional Terms and Conditions for Preference Share Linked Warrants] [As per Condition 1 of the Additional Terms and Conditions for Warrant Linked Warrants]
- (ii) **Optional Early Settlement Price:** [Not applicable][Determined in accordance with [Option 1][Option 2][Option 3][Option 4] of Condition 5.6 of the General Terms and Conditions] [Specify price]
- (iii) **Optional Early Expiration in Part:** [Applicable] / [Not applicable] [If Not applicable, please delete the following sub-paragraphs]
- **Minimum Number of Warrants subject to Optional Early Expiration at the option of the Issuer:** [Not applicable][Specify applicable number of Warrants for the purposes of Condition 5.6.2 of the General Terms and Conditions]
 - **Maximum Number of Warrants subject to Optional Early Expiration at the option of the Issuer:** [Not applicable][Specify applicable number of Warrants for the purposes of Condition 5.6.2 of the General Terms and Conditions]
- (iv) **Optional Early Settlement Valuation Date:** [Specify date for the purposes of Condition 5.6 of the General Terms and Conditions] [Specify for the purposes of Condition 1 of the Additional Terms and Conditions for Preference Share Linked Warrants] [Specify for the purposes of Condition 1 of the Additional Terms and Conditions for Warrant Linked Warrants]
- (v) **Notice Period:** [Specify period for the purposes of Condition 5.6.3 of the General Terms and Conditions]
- [If applicable in respect of Credit Linked Warrants: The Issuer shall give not less than [Insert the number of days] Business Days' (as defined in Condition 1 of the Additional Terms and Conditions for Credit Linked Warrants) notice to the Warrantheolders in accordance with Condition [English law: 13] [French law: 12] of the General Terms and Conditions] (which notice shall be irrevocable and shall specify the date fixed for expiration), provided however that any such notice shall be deemed to be void and of no effect, if a Credit Event Notice has been or is, delivered to the Warrantheolders in accordance with the Conditions at any time on or prior to 5.00 p.m. (Paris time) on the fourth Business Day preceding the date fixed for expiration in accordance with this paragraph 20.]
- [If applicable in respect of Bond Linked Warrants: The Issuer shall give not less than [Insert the number of days] Business Days' (as defined in Condition 2 of the Additional Terms and Conditions for Bond Linked

		Warrants) notice to the Warrantholders in accordance with Condition [<i>English law: 13</i>] [<i>French law: 12</i>] of the General Terms and Conditions (which notice shall be irrevocable and shall specify the date fixed for expiration), provided however that any such notice shall be deemed to be void and of no effect, if a Bond Event Notice has been or is, delivered to the Warrantholders in accordance with the Conditions at any time on or prior to 5.00 p.m. (Paris time) on the fourth Business Day preceding the date fixed for expiration in accordance with this paragraph 20.]
	(vi) Optional Early Expiration Date: [(DD/MM/YYYY)]	[Specify date for the purposes of Condition 5.6.3 of the General Terms and Conditions]
	(vii) Optional Early Settlement Date: [(DD/MM/YYYY)]	[Specify date for the purposes of Condition 5.6 of the General Terms and Conditions]
21.	Optional Early Expiration at the option of the Warrantholder:	[Applicable as per Condition 5.7 of the General Terms and Conditions][Not applicable]
	(i) Optional Early Settlement Amount:	[Not applicable][Determined in accordance with [Option 1][Option 2][Option 3][Option 4] of Condition 5.7 of the General Terms and Conditions][Specify amount]
	(ii) Optional Early Settlement Price:	[Not applicable][Determined in accordance with [Option 1][Option 2][Option 3][Option 4] of Condition 5.7 of the General Terms and Conditions] [Specify price]
	(iii) Optional Early Expiration in Part:	[Applicable] / [Not applicable] [If Not applicable, please delete the following sub-paragraphs]
	- Minimum Number of Warrants subject to Optional Early Expiration at the option of the Warrantholder:	[Not applicable][Specify applicable number of Warrants for the purposes of Condition 5.7.3 of the General Terms and Conditions]
	- Maximum Number of Warrants subject to Optional Early Expiration at the option of the Warrantholder:	[Not applicable][Specify applicable number of Warrants for the purposes of Condition 5.7.3 of the General Terms and Conditions]
	(iv) Optional Early Settlement Valuation Date: [(DD/MM/YYYY)]	[Specify date for the purposes of Condition 5.7 of the General Terms and Conditions]
	(v) Notice Period:	[Specify period for the purposes of Condition 5.7.2 of the General Terms and Conditions]
	(vi) Optional Early Expiration Date: [(DD/MM/YYYY)]	[Specify date for the purposes of Condition 5.7 of the General Terms and Conditions]
	(vii) Optional Early Settlement Date:	[Specify date for the purposes of Condition 5.7 of the General Terms and Conditions]

22. **Event-linked Early Expiration:** [Applicable in accordance with Condition 5.10 of the General Terms and Conditions][Not applicable]
- (i) **Early Expiration Event:** [Specify applicable Early Expiration Event(s) for the purposes of Condition 5.10 of the General Terms and Conditions based on the applicable Product.]
- (ii) **Event-linked Early Settlement Amount:** [Specify applicable Event-linked Early Settlement Amount for the purposes of Condition 5.10 of the General Terms and Conditions based on the applicable Product.]
- (iii) **Event-linked Early Settlement Price:** [Specify applicable Event-linked Early Settlement Price for the purposes of Condition 5.10 of the General Terms and Conditions based on the applicable Product.]
- (iv) **Event-linked Early Expiration Period:** [Not applicable][Specify applicable Event-linked Early Expiration Period for the purposes of Condition 5.10 of the General Terms and Conditions]
- (v) **Event-linked Early Expiration Date [(DD/MM/YYYY)]** [Not applicable][Specify applicable Event-linked Early Expiration Date for the purposes of Condition 5.10 of the General Terms and Conditions.]
- (vi) **Event-linked Early Settlement Date: [(DD/MM/YYYY)]** [Specify applicable Event-linked Early Settlement Date for the purposes of Condition 5.10 of the General Terms and Conditions]
23. **Trigger early settlement at the option of the Issuer:** [Applicable as per Condition 5.8 of the General Terms and Conditions] [Not applicable]
- [Insert the following subparagraph **only** if the Outstanding Amount Trigger Level is different from 10% as specified in Condition 5.8 of the General Terms and Conditions]
- [- **Outstanding Amount Trigger Level:** [Specify relevant level]]
24. **Early Trigger Level Settlement Amount(s) payable:** [As per Condition 5.8 of the General Terms and Conditions][As per Condition [2] [and] [or] [3] of the Additional Terms and Conditions for [Preference Share][Warrant] Linked Warrants] [Not applicable]
25. **Structured Amount Warrants:** [Applicable][Not applicable][Specify applicable calculation dates and settlement provisions for the purposes of Condition 5.12 of the General Terms and Conditions], including whether it applies in respect of final settlement and/or Event-linked Early Expiration]
26. **Cancellation for regulatory reasons and/or tax reasons and/or at the option of the Calculation Agent pursuant to the relevant Additional Terms and Conditions:** [Applicable as per [Condition 5.2] [and] [Condition 5.3] of the General Terms and Conditions] [and the Additional Terms and Conditions specified in paragraph 30(iii) below] [and] [the Additional Terms and Conditions for Credit Linked Warrants] [and] [the Additional Terms and Conditions for Bond Linked Warrants]]
- [Cancellation will not apply [for the purposes of

[Condition 5.2] [and] [Condition 5.3] of the General Terms and Conditions] [and for the purposes of the Additional Terms and Conditions specified in paragraph 30(iii) below] [and] [the Additional Terms and Conditions for Credit Linked Warrants] [and] [the Additional Terms and Conditions for Bond Linked Warrants]]

[If cancellation applies for the purposes of Condition 5.3 of the General Terms and Conditions: Condition 6.2 of the General Terms and Conditions will apply] [If cancellation does not apply for the purposes of Condition 5.3 of the General Terms and Conditions: Condition 6.2 of the General Terms and Conditions will not apply]

PROVISIONS RELATING TO EXERCISE

27. Exercise: [Manual] [Automatic] Exercise

*[Insert the following 2 subparagraphs **only** if the English Law Warrants are to be listed on the Italian Stock Exchange]:*

- **Waiver of Automatic Exercise at Exercise Date:** [Applicable] [Not applicable]

- **Location of form of Waiver Notice:** *[Specify if different from Condition 3.3.8 of the Terms and Conditions of the English Law Warrants]* [Not applicable]

(i) **Exercise Price:** *[Specify]* [(subject to the provisions of Condition 3.3.0.2 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants:)]

(If the Warrants are not Turbo Warrants, delete the rest of this sub-paragraph)

- **[Exercise Price Adjustment without Foreign Exchange Guarantee [for Turbo on Futures]]** [[Not applicable] / [Applicable] (For Turbo Warrants)]]

- **[Exercise Price Adjustment with Foreign Exchange Guarantee]** [[Not applicable] / [Applicable] (For Turbo Warrants)]]

(ii) **Minimum Exercise Number:** [Not applicable] / *[Specify number of Warrants]* (Condition 11 of the General Terms and Conditions provides that Warrants may only be exercised in numbers which are greater than or equal to the Minimum Exercise Number)

(iii) **Maximum Exercise Number:** [Not applicable] / *[Specify number of Warrants and whether the Warrants subject to the Maximum Exercise Number shall be selected at the Issuer's discretion or otherwise for the purposes of Condition 11 of the General Terms and Conditions]* (Condition 11 of the

General Terms and Conditions provides that Warrants may only be exercised in numbers which are lesser than or equal to the Maximum Exercise Number)

[For American Style Warrants listed on the Italian Stock Exchange specify the maximum number of Warrants that may be exercised on each Business Day]

(iv) Units

[Not applicable] / *[Specify whether the provisions relating to exercise of Units applies in accordance with Condition 3 of the General Terms and Conditions]*

28. Credit Linked Warrants Provisions

[Not applicable] [Applicable, subject to the provisions of the Additional Terms and Conditions for Credit Linked Warrants. The provisions of [Part A (2009 definitions)] [Part B (2014 definitions)] [and] [Part C (Additional Provisions for Mixed Reference Portfolio)] [and] [Part D (Additional Provisions related to CDS Spread)] shall apply.]

[If not applicable, delete the remaining subparagraphs]

(i) Type of Credit Linked Warrants:

[Single Name Warrants] [First-to-Default Warrants] [Basket Warrants] [Tranche Warrants]

[NB: First-To-Default Warrants are also referred to as FTD Warrants]

(ii) Terms relating to Settlement:

(a) Settlement Type:

[American Settlement] [European Settlement]

(b) Settlement Method:

[Cash Settlement, pursuant to Condition 1.2 of the Additional Terms and Conditions for Credit Linked Warrants] *[Or but **ONLY** for Single Name Warrants and First-to-Default Warrants and the Settlement Type is American Settlement: Physical Settlement, pursuant to Condition 1.1 of the Additional Terms and Conditions for Credit Linked Warrants]*

[(i) Alternative Physical Settlement:

[Applicable] [Not applicable]

(ii) Alternative Physical Delivery Amount

[Not applicable] [As per Condition 2 of the Additional Terms and Conditions for Credit Linked Warrants]

(c) Final Value:

[Fixed Recovery: *[specify]* per cent.]

[If the provisions of Part A (2009 definitions) apply: Floating Recovery with Auction Method : The Final Value is to be determined pursuant to a Transaction Auction Settlement Terms and if a Transaction Auction Settlement Terms is published on or before 140 Business Days following the Credit Event Determination]

Date (as such term is defined in Condition 2 of the Additional Terms and Conditions for Credit Linked Warrants), that provides for the valuation of obligations of a Reference Entity in respect of which a Credit Event has occurred, subject to the occurrence of a Fallback Settlement Event, means the Auction Final Price (as specified in the relevant Transaction Auction Settlement Terms and expressed as a percentage) determined, if any, under such Transaction Auction Settlement Terms and applicable to the status of the Reference Obligation (subordinated or senior or any other applicable status as the case may be) or if a Fallback Settlement Event occurs or no Transaction Auction Settlement Terms is published on or before 140 Business Days following the Credit Event Determination Date, means the amount determined by the Calculation Agent on the Credit Valuation Date (as such term is defined in Condition 2 of the Additional Terms and Conditions for Credit Linked Warrants) as follows:

(x) the Final Price (as such term is defined in Condition 2 of the Additional Terms and Conditions for Credit Linked Warrants) if there is only one Selected Obligation (as such term is defined in Condition 2 of the Additional Terms and Conditions for Credit Linked Warrants); or

(y) the weighted average of the Final Prices of the Selected Obligations (as such term is defined in Condition 2 of the Additional Terms and Conditions for Credit Linked Warrants) if the latter are a portfolio,

in each case, minus the Valuation Hedging Cost (as such term is defined in Condition 2 of the Additional Terms and Conditions for Credit Linked Warrants) for such Selected Obligation(s).]

[If the provisions of Part B (2014 definitions) apply:
Floating Recovery with Auction Method: the Final Value is to be determined pursuant to a Transaction Auction Settlement Terms and if a Transaction Auction Settlement Terms is published on or before 140 Business Days following the Credit Event Determination Date, that provides for the valuation of obligations of a Reference Entity in respect of which a Credit Event has occurred, subject to the occurrence of a Fallback Settlement Event, means the Auction Final Price (as specified in the relevant Transaction Auction Settlement Terms and expressed as a percentage) determined, if any, under such Transaction Auction Settlement Terms and applicable to the seniority of the Reference Obligation or if a Fallback Settlement Event occurs or no Transaction Auction Settlement Terms is published on or before 140 Business Days following the Credit

Event Determination Date, means the amount determined by the Calculation Agent on the Credit Valuation Date as follows:

(x) the Final Price if there is only one Selected Obligation; or

(y) the weighted average of the Final Prices of the Selected Obligations if the latter are a portfolio,

in each case, minus the Valuation Hedging Cost for such Selected Obligation(s).]

[Floating Recovery with Quotation Dealers Method: The Final Value means the amount determined by the Calculation Agent on the Credit Valuation Date (as such term is defined in Condition 2 of the Additional Terms and Conditions for Credit Linked Warrants) as follows:

(x) the Final Price (as such term is defined in Condition 2 of the Additional Terms and Conditions for Credit Linked Warrants) if there is only one Selected Obligation; or

(y) the weighted average of the Final Prices of the Selected Obligations (as such term is defined in Condition 2 of the Additional Terms and Conditions for Credit Linked Warrants) if the latter are a portfolio,

in each case, minus the Valuation Hedging Cost (as such term is defined in Condition 2 of the Additional Terms and Conditions for Credit Linked Warrants) for such Selected Obligation(s).]

[If Physical Settlement: Not applicable]

(d) Unwind Costs

[Specify amount for the purposes of the Additional Terms and Conditions for Credit Linked Warrants]

[Standard Unwind Costs, as such term is defined in Condition 2 of the Additional Terms and Conditions for Credit Linked Warrants] [Not applicable : the Unwind Costs in respect of each Warrant will be equal to zero]

(iii) Relevant Proportion:

As per Condition 2 of the Additional Terms and Conditions for Credit Linked Warrants, the proportion which one Warrant bears to the total number of Warrants outstanding

(Please note that this sub-paragraph exists for information only and no new information should be inserted here)

(iv) Provisions relating to Basket Warrants:

[Applicable] [Not applicable]

[If (iv) Not applicable, delete the remaining subparagraphs]

(a) Aggregate Loss Amount

[If the Warrants are Basket Warrants which are not Tranche Warrants: means at any time for a Basket Warrant that is not a Tranche Warrant, the aggregate of the Loss Amount in respect of all Reference Entities in respect of which a Credit Event Determination Date has occurred] [If the Warrants are Tranche Warrants: means at any time for a Tranche Warrant, the lowest of (i) the Tranche Notional Amount; and (ii) the highest of (x) zero and (y) the difference between (xx) the aggregate of the Loss Amount for all Reference Entities in respect of which a Credit Event Determination Date has occurred and (xy) the Tranche Subordination Amount.]

(b) Loss Amount

[In respect of Basket Warrants and Tranche Warrants if N-to-M-to-Default is specified as Not applicable: In relation to each Reference Entity in respect of which a Credit Event Determination Date (as such term is defined in Condition 2 of the Additional Terms and Conditions for Credit Linked Warrants) has occurred, an amount equal to the product of (i) the Reference Entity Notional Amount and (ii) the difference between the Reference Price and the Final Value, subject to a minimum of zero.]

[In respect of Tranche Warrants if N-to-M-to-Default is specified as Applicable: In relation to each Reference Entity in respect of which a Credit Event Determination Date (as such term is defined in Condition 2 of the Additional Terms and Conditions for Credit Linked Warrants) has occurred:

- which has a Ranking (as such term is defined in Condition 2 of the Additional Terms and Conditions for Credit Linked Warrants) strictly lower than N: an amount equal to the product of (i) the Reference Entity Notional Amount and (ii) the Reference Price;

- which has a Ranking higher than or equal to N and lower than or equal to M: an amount equal to the product of (i) the Reference Entity Notional Amount and (ii) the difference between the Reference Price and the Final Value, subject to a minimum of zero;

- which has a Ranking strictly higher than M: an amount equal to zero.]

(c) Reference Entity Notional Amount

[Specify for the purposes of Condition 2 of the Additional Terms and Conditions for Credit Linked Warrants] [For each Reference Entity comprised in the Reference Portfolio: the amount equal to the product of the Reference Entity Weighting and the Reference

- Portfolio Notional Amount]
- (d) **Tranche Warrants** [Applicable] [Not applicable]
- [If (d) Not applicable, delete the remaining]*
- (1) **Tranche Subordination Amount:** [The Reference Portfolio Notional Amount multiplied by the Attachment Point][Specify for the purposes of Condition 2 of the Additional Terms and Conditions for Credit Linked Warrants]
- (2) **Tranche Notional Amount:** [Specify for the purposes of Condition 2 of the Additional Terms and Conditions for Credit Linked Warrants] [the Aggregate Warrant Notional Amount]
- (3) **N-to-M-to Default:** [Applicable] [Not applicable]
- [If Not applicable, delete the three lines below:*
- N = [number corresponding to the Ranking starting at which the Aggregate Loss Amount will be an amount greater than zero]*
- M = [number corresponding to the Ranking above which the Aggregate Loss Amount ceases to increase]*
- P = [number of Reference Entities within the Reference Portfolio]*
- (4) **Attachment Point:** [If the Warrants are Tranche Warrants with N-to-M-to-Default is Not applicable : [Specify for the purposes of Condition 2 of the Additional Terms and Conditions for Credit Linked Warrants]% of the Reference Portfolio Notional Amount] [If N-to-M-to-Default is specified as Applicable : $[(N-1)/P]\%$ of the Reference Portfolio Notional Amount]
- (5) **Detachment Point:** [If the Warrants are Tranche Warrants with N-to-M-to-Default is Not applicable: [Specify for the purposes of Condition 2 of the Additional Terms and Conditions for Credit Linked Warrants]% of the Reference Portfolio Notional Amount]] [If N-to-M-to-Default is specified as Applicable : $[M/P]\%$ of the Reference Portfolio Notional Amount]
- (e) **Reference Portfolio Notional Amount:** [Specify for the purposes of Condition 2 of the Additional Terms and Conditions for Credit Linked Warrants] [Tranche Warrants and N-to-M: an amount equal to the Aggregate Warrant Notional Amount divided by the difference between the Detachment Point and the Attachment Point] [Basket Warrants: an amount equal to the Aggregate Warrant Notional Amount]

- (f) **Reference Price:** *[Specify for the purposes of Condition 2 of the Additional Terms and Conditions for Credit Linked Warrants] [[specify] per cent.][For each Reference Entity comprised in the Reference Portfolio : [specify]/ the percentage specified as such in paragraph "Tables" below]*
- (g) **Reference Entity Weighting:** *[Specify for the purposes of Condition 2 of the Additional Terms and Conditions for Credit Linked Warrants][For each Reference Entity comprised in the Reference Portfolio: [specify]/ the proportion specified as such in paragraph "Tables" below]*
- (v) **Transaction Type:** *[For Single Name Warrants: As specified in paragraph "Tables" below]*
- [For Basket Warrants (which by definition include Tranche Warrants) and FTD Warrants: For each Reference Entity comprised in the Reference Portfolio, as specified in paragraph "Tables" below]*
- (vi) **[Deliverable/Selected] Obligation(s):** *[[If Cash Settlement and Fixed Recovery: Not applicable] [Applicable]]*
- [If (vi) Not applicable, delete the remaining]*
- (a) **[Deliverable/Selected] Obligation Category:** *[For Single Name Warrants: The [Deliverable/Selected] Obligation Category specified in paragraph "Tables" below]*
- [For Basket Warrants (which by definition include Tranche Warrants) and FTD Warrants: For each Reference Entity comprised in the Reference Portfolio, the [Deliverable] [Selected] Obligation Category specified in paragraph "Tables" below]*
- (b) **[Deliverable/Selected] Obligation Characteristics:** *[For Single Name Warrants: The [Deliverable/Selected] Obligation Characteristics specified in paragraph "Tables" below]*
- [For Basket Warrants (which by definition include Tranche Warrants) and FTD Warrants: For each Reference Entity comprised in the Reference Portfolio, the [Deliverable] [Selected] Obligation Characteristics specified in paragraph "Tables" below]*
- (c) **Other [Deliverable/Selected] Obligations:** *[Specify any additional obligation for the purposes of Condition 2 of the Additional Terms and Conditions for Credit Linked Warrants] [None]*
- (vii) **First Credit Event Occurrence Date:** *[Specify date for the purposes of Condition 2 of the Additional Terms and Conditions for Credit Linked Warrants]*

- (viii) **Scheduled Last Credit Event** **Occurrence Date:** *[Specify date for the purposes of Condition 2 of the Additional Terms and Conditions for Credit Linked Warrants] [In respect of Uncertificated Swedish Warrants, Uncertificated Finnish Warrants or Uncertificated Norwegian Warrants: the 12th Business Day immediately preceding the Scheduled Expiration Date] [If the Warrants are **neither** Uncertificated Swedish Warrants, **nor** Uncertificated Finnish Warrants, **nor** Uncertificated Norwegian Warrants: the 4th Business Day immediately preceding the Scheduled Expiration Date]*
- (ix) **Reference Entity(ies):** *[For Single Name Warrants: As specified in paragraph "Tables" below (or any Successor thereto)]*

[For Basket Warrants (which by definition include Tranche Warrants) and FTD Warrants: The Reference Entities comprised in the Reference Portfolio as described in paragraph "Tables" below (or any Successor thereto)]
- [NB: Please insert in the paragraph "Tables" below the name of the Reference Entity(ies) which may be any firm, company, corporation, any unincorporated association, establishment or other entity, or any equivalent entity, a government, state or local authority or agency of a state or of a local authority, or any state-owned or state-controlled entity, any partnership, limited or otherwise, any special purpose vehicle (incorporated or otherwise), any category or type of fund (including, without limitation, open-end funds, closed-end funds, hedge funds, mutual funds, managed funds or any other collective investment scheme, vehicle or organisation), any securitisation company and any broadly equivalent entity of any of the aforementioned entities]*
- (x) **Multiple Successor(s):** *[For Single Name Warrants: Applicable / Not applicable]*

[For Basket Warrants (which by definition include Tranche Warrants) and FTD Warrants: Not relevant. The provisions of Condition 1.4 of the Additional Terms and Conditions for Credit Linked Warrants do not apply.]
- (xi) **Reference Obligation(s):** *[CUSIP/ISIN: [specify] [None]]*

[For Single Name Warrants: As specified in paragraph "Tables" below]

[For Basket Warrants(which by definition include Tranche Warrants) and FTD Warrants: For each Reference Entity comprised in the Reference Portfolio, the Reference Obligation(s) specified in paragraph "Tables" below]
- (xii) **Credit Events:** *[For Single Name Warrants: The Credit Events specified in paragraph "Tables" below]*

[For Basket Warrants (which by definition include Tranche Warrants) and FTD Warrants: For each

- Reference Entity comprised in the Reference Portfolio, the Credit Event(s) specified in paragraph "Tables" below]
- (xiii) **Notice of Publicly Available Information:** [For Single Name Warrants: As specified in paragraph "Tables" below]
- [For Basket Warrants(which by definition include Tranche Warrants) and FTD Warrants: For each Reference Entity comprised in the Reference Portfolio, as specified in paragraph "Tables" below]
- (xiv) **Obligation(s):**
- (a) **Obligation Category:** [For Single Name Warrants: The Obligation Category specified in paragraph "Tables" below]
- [For Basket Warrants(which by definition include Tranche Warrants) and FTD Warrants: For each Reference Entity comprised in the Reference Portfolio, the Obligation Category specified in paragraph "Tables" below]
- (b) **Obligation Characteristics:** [For Single Name Warrants: The Obligation Characteristics specified in paragraph "Tables" below]
- [For Basket Warrants (which by definition include Tranche Warrants) and FTD Warrants: For each Reference Entity comprised in the Reference Portfolio, the Obligation Characteristics specified in paragraph "Tables" below]
- (c) **Other Obligation:** [Specify any additional obligation for the purposes of Condition 2 of the Additional Terms and Conditions for Credit Linked Warrants] [None]
- (xv) **All Guarantees:** [For Single Name Warrants: As specified in paragraph "Tables" below]
- [For Basket Warrants(which by definition include Tranche Warrants) and FTD Warrants: For each Reference Entity comprised in the Reference Portfolio, as specified in paragraph "Tables" below]
- (xvi) **Additional Provisions relating to certain specific Reference Entities:** [Applicable, if relevant, as per Condition 1.8 of the Additional Terms and Conditions for Credit Linked Warrants] [Not applicable]
- (xvii) **Business Days (for the purposes of Condition 2 of the Additional Terms and Conditions for Credit Linked Warrants):** [Specify for the purposes of Condition 2 of the Additional Terms and Conditions for Credit Linked Warrants]
- (xviii) **Other applicable options as per the Additional Terms and Conditions for** [Not applicable]

Credit Linked Warrants:

[Specify the source of Publicly Available Information which must be used when the Public Source is different from the sources specified in the Additional Terms and Conditions for Credit Linked Warrants]

[Specify the Specified Number if such number is different from the Specified Number anticipated in the Additional Terms and Conditions for Credit Linked Warrants]

[If "Physical Settlement" applies: Specify if Include Deliverable/Selected Obligation Accrued Interest applies]

[If "Cash Settlement" applies and one of the following options applies to the Warrants; Specify if [Include Deliverable/Selected Obligation Accrued Interest] or [Exclude Deliverable/Selected Obligation Accrued Interest] applies]

[Specify the [Excluded Obligation], [Excluded Deliverable Obligation] [Excluded Selected Obligation] if different from the provisions of the Additional Terms and Conditions for Credit Linked Warrants]

[Specify if Non-Reference Entity Original Non-Standard Reference Obligation is applicable]

[Specify if Substitution Event Early Termination is not applicable]

[Specify Trigger Percentage applicable to a Reference Entity if applicable]

[Specify Principal Credit Factor if different from 100%]

[Specify Principal Loss Factor if different from 100%]

[Specify Domestic Currency if different from the provisions of the Additional Terms and Conditions for Credit Linked Warrants]

[Only if Part D (Additional Provisions related to CDS Spread) applies:

[Specify adjustment spread if applicable]

[Specify external provider for Reference Entity Spread if Dealer Poll Method is not applicable]

[Reference Entity Spread Method: [Dealer Poll Method][External Provider Method]]

[Specify the External Provider Time if different from 15:00 London time]

[Specify the Quotation Deadline Time if different from 17:00 London time]

[Specify the Quotation Method if different from Offer]

[Specify the Reference CDS Currency if different from that specified in the Additional Terms and Conditions for Credit Linked Warrants]

[Specify the Reference CDS Maturity if different from 5-year]

[Specify if Switch Option is not applicable]

(xix) Tables:

[Insert the following table if the "Type of Credit Linked Warrants" is "Single Name Warrants":

Reference Entity	Transaction Type	Reference Obligation	[Status] [Seniority Level]
[●]	[●][Insert as per the definition of Transaction Type in the Additional Terms and Conditions for Credit Linked Warrants]	[Standard Reference Obligation: Applicable] or [●]	[●]

[For the following tables, add as many lines as necessary:

Insert the following table if the "Type of Credit Linked Warrants" is "FTD Warrants":

Reference Portfolio:

Reference Entities	Transaction Type	Reference Obligation	[Status] [Seniority Level]
[●]	[●][Insert as per the definition of Transaction Type in the Additional Terms and Conditions for Credit Linked Warrants]	[Standard Reference Obligation: Applicable] or [●]	[●]

[Insert the following table if the "Type of Credit Linked Warrants" is "Basket Warrants" or "Tranche Warrants":

[Insert the following if "Basket Warrants" or "Tranche Warrants" and the Reference Portfolio is made up of the constituents of an index:

Index: [●]
Source: [●]

Reference Portfolio:

Reference Entities	Transaction Type	Reference Entity Weighting	Reference Obligation	Reference Price	[Status] [Seniority Level]
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[●]	[●][Insert as per the definition of Transaction Type in the Additional Terms and Conditions for Credit Linked Warrants]	[●]	[Standard Reference Obligation: Applicable] or [●]	[●]	[●]
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[For all types of Warrants (for Basket Warrants or First-to-Default Warrants where there is more than one Transaction Type, split the column "Transaction Type" into the relevant number of columns):

[For Single Name Warrants: Terms applicable to the Reference Entity are the ones specified in the tables below for the Transaction Type of such Reference Entity as determined in the table above.]

[For Basket Warrants (which by definition include Issue Warrants) and FTD Warrants: Terms applicable to a Reference Entity are the ones specified in the tables below for the Transaction Type of such Reference Entity as determined in the table above.]

In the tables below, "X" means "Applicable" [conversely, when left in blank, means "Not applicable"].

Credit Events and related options	[Insert Transaction Type]
Bankruptcy	[X]
Failure to Pay	[X]
Grace Period Extension	[X]
Notice of Publicly Available Information	[X]
Payment Requirement	[[X] (USD 1,000,000)] [[X] ([●)]]
Obligation Default	[X]
Obligation Acceleration	[X]
Repudiation/Moratorium	[X]
Restructuring	[X]
[Restructuring Maturity Limitation and Fully Transferable Obligation] [Mod R]	[X]
[Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation] [Mod Mod R]	[X]
Multiple Holder Obligation	[X]
Default Requirement	[[X] (USD 10,000,000)] [[X] ([●)]]
All Guarantees	[X]
[Governmental Intervention]	[X]
[Financial Reference Entity Terms]	[X]
[Subordinated European Insurance Terms]	[X]
[2014 Coco Supplement]	[X]
[No Asset Package Delivery]	[X]
Obligation Category	[Insert Transaction Type]
Payment	[X]
Borrowed Money	[X]
Reference Obligation Only	[X]
Bond	[X]

Loan	<input checked="" type="checkbox"/>
Bond or Loan	<input checked="" type="checkbox"/>
Obligation Characteristics	[Insert Transaction Type]
Not Subordinated	<input checked="" type="checkbox"/>
Specified Currency - Standard Specified Currencies	<input checked="" type="checkbox"/>
Specified Currency - Standard Specified Currencies and Domestic Currency	<input checked="" type="checkbox"/>
Not Sovereign Lender	<input checked="" type="checkbox"/>
Not Domestic Currency	<input checked="" type="checkbox"/>
Not Domestic Law	<input checked="" type="checkbox"/>
Listed	<input checked="" type="checkbox"/>
Not Domestic Issuance	<input checked="" type="checkbox"/>
[Deliverable] [Selected] Obligation Category	[Insert Transaction Type]
Payment	<input checked="" type="checkbox"/>
Borrowed Money	<input checked="" type="checkbox"/>
Reference Obligation Only	<input checked="" type="checkbox"/>
Bond	<input checked="" type="checkbox"/>
Loan	<input checked="" type="checkbox"/>
Bond or Loan	<input checked="" type="checkbox"/>
[Deliverable] [Selected] Obligation Characteristics	[Insert Transaction Type]
Not Subordinated	<input checked="" type="checkbox"/>
Specified Currency - Standard Specified Currencies	<input checked="" type="checkbox"/>
Specified Currency - Standard Specified Currencies and Domestic Currency	<input checked="" type="checkbox"/>
Not Sovereign Lender	<input checked="" type="checkbox"/>
Not Domestic Currency	<input checked="" type="checkbox"/>
Not Domestic Law	<input checked="" type="checkbox"/>
Listed	<input checked="" type="checkbox"/>
[Not Contingent]	<input checked="" type="checkbox"/>
Assignable Loan	<input checked="" type="checkbox"/>
Consent Required Loan	<input checked="" type="checkbox"/>
Transferable	<input checked="" type="checkbox"/>
Not Bearer	<input checked="" type="checkbox"/>
Maximum Maturity	<input checked="" type="checkbox"/> – 30 years][X – [specify other]]
Not Domestic Issuance	<input checked="" type="checkbox"/>
Accelerated or Matured	<input checked="" type="checkbox"/>

29. Bond Linked Warrants Provisions [Applicable] [Not applicable]

[If Not applicable, delete the remaining subparagraphs]

- (i) **Type of Bond Linked Warrants:** [Single Name Bond Linked Warrants] [Basket Bond Linked Warrants]

- (ii) **Relevant Proportion:** The proportion which one Warrant bears to the total number of Warrants outstanding
- (Please note that this sub-paragraph exists for information only and no new information should be inserted here)*
- (iii) **Terms relating to Settlement**
- (a) **Settlement Type:** [American] [European] (NB : American Settlement only if Single Bond Linked Warrants)
- (b) **Bond Final Value:** [Fixed Recovery: [Specify for the purposes of Condition 3 of the Additional Terms and Conditions for Bond Linked Warrants] per cent.] [Floating Recovery: For each Bond, the percentage determined by the Calculation Agent as follows: (i) the Bond Final Price (as such term is defined in Condition 3 of the Additional Terms and Conditions for Bond Linked Warrants); (ii) plus, if any, any partial or total repayment in cash of the Bond which would have been paid to the holders of the Bond under the Bond as of the Bond Final Value Determination Date (as such term is defined in Condition 3 of the Additional Terms and Conditions for Bond Linked Warrants) as determined by the Calculation Agent, expressed as a percentage of the Bond Notional Amount; (iii) plus, if any, the price (expressed as a percentage of the Bond Notional Amount), calculated using a method similar to that to determine the Bond Final Price, of any securities which would have been delivered to the holders of the Bond under the Bond as of the Bond Final Value Determination Date as determined by the Calculation Agent; (iv) minus the Valuation Hedging Cost (as such term is defined in Condition 3 of the Additional Terms and Conditions for Bond Linked Warrants).]
- (c) **Bond Final Price Accrued Interest** [Excluding Accrued Interest] / [Including Accrued Interest]
- (d) **Breakage Cost Amount:** [Applicable][Not applicable]
- (iv) **Provisions relating to Basket Bond Linked Warrants:** [Applicable: means an amount determined by the Calculation Agent equal to the fees, costs and expenses arising directly or indirectly, in connection with terminating, unwinding, realizing or enforcing any repurchase transaction (if any) with the Bond as underlying asset, the purpose of which is to refinance the relevant Bond. For the avoidance of doubt, the Breakage Cost Amount may be a positive (if to be received by Société Générale or any of its Affiliates) or negative amount (if to be paid by Société Générale or any of its Affiliates)] [Not applicable: The Breakage

Cost Amount will be equal to zero]

[If Not applicable, delete the remaining subparagraphs]

- (a) **[Aggregate Loss Amount:**

means the aggregate of the Loss Amounts in respect of the Bond(s) in respect of which a Bond Event Determination Date has occurred].
- (b) **[Loss Amount:**

means in respect of a Bond in respect of which a Bond Event Determination Date has occurred, an amount in the Settlement Currency equal to the product of (i) the Bond Notional Amount and (ii) the difference between the Reference Price in respect of each Bond, and the Bond Final Value, subject to a minimum of zero.]
- (c) **Bond Notional Amount:**

[specify] [For each Bond, the amount equal to the product of the Bond Weighting and the Reference Portfolio Notional Amount]
- (d) **Reference Portfolio Notional Amount:**

[specify]
- (e) **Reference Price:**

[specify] *[[Specify for the purposes of Condition 3 of the Additional Terms and Conditions for Bond Linked Warrants] per cent.]* [For each Bond comprised in the Reference Portfolio: *[Specify for the purposes of Condition 3 of the Additional Terms and Conditions for Bond Linked Warrants] per cent.]* / the amount specified as such in paragraph "Tables" below]
- (f) **Bond Weighting:**

[specify] [For each Bond: *[Specify for the purposes of Condition 3 of the Additional Terms and Conditions for Bond Linked Warrants] per cent.]*/ the amount specified as such in paragraph "Tables" below]
- (v) **First Bond Event Occurrence Date:**

[Specify for the purposes of Condition 3 of the Additional Terms and Conditions for Bond Linked Warrants]
- (vi) **Last Bond Event Occurrence Date:**

[Specify for the purposes of Condition 3 of the Additional Terms and Conditions for Bond Linked Warrants] per cent.]
- (vii) **Other applicable options as per the Additional Terms and Conditions for Bond Linked Warrants:**

[Specify the number of Business Days which must be used in relation to the definition of First Quotation Day if such number is different from the number anticipated in the Additional Terms and Conditions for Bond Linked Warrants] [Not applicable]

[Specify the source of Publicly Available Information which must be used when the Public Source is different from the sources specified in the Additional Terms and Conditions for Bond Linked Warrants]

[Specify applicable Auction Period for the purposes of

Condition 3 of the Additional Terms and Conditions for Bond Linked Warrants]

[Specify the Specified Number if such number is different from the Specified Number anticipated in the Additional Terms and Conditions for Bond Linked Warrants]

(viii) **Bond(s):**

[For Single Name Bond Linked Warrants: The Bond described in paragraph "Tables" below]

[For Basket Bond Linked Warrants: The Bonds comprised in the Reference Portfolio as described in paragraph Tables below]

(ix) **Bond Events:**

[For Single Name Bond Linked Warrants: The Bond Events specified in paragraph Tables below]

[For Basket Bond Linked Warrants: For each Bond comprised in the Reference Portfolio, the Bond Event(s) specified in paragraph Tables below]

(x) **Notice of Publicly Available Information:**

[Applicable] / [Not applicable]

(xi) **Business Days (for the purposes of Condition 3 of the Additional Terms and Conditions for Bond Linked Warrants):**

[Specify for the purposes of Condition 3 of the Additional Terms and Conditions for Bond Linked Warrants]

(xii) **Tables:**

[Insert the following table if the type of Bond Linked Warrants is Single Name Bond Linked Warrants:

Bond Issuer	Bond Guarantor [if any [if none then delete relevant column]]	Underlying Borrower [if any [if none then delete relevant column]]	Bond ISIN Code	Currency	Maturity	Reference Price
[●]	[●]	[●]	[●]	[●]	[●]	[●]

[For the following tables, add as many lines as necessary:

[Insert the following table if the type of Bond Linked Warrants is Basket Bond Linked Warrants:

Reference Portfolio:

Bond Issuer	Bond Guarantor [if any [if none then delete	Bond ISIN Code	Underlying Borrower [if any [if none then delete relevant	Bond Weighting	Currency	Maturity	Reference Price
-------------	---	----------------	---	----------------	----------	----------	-----------------

	relevant column]]		column]]				
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]

[For all Basket Bond Linked Warrants where there is more than one Bond, split the Bond ISIN Code column into the relevant number of columns):

Terms applicable to a Bond are the ones specified in the table below.

In the table below, "X" means "applicable"

Bond Events	[insert Bond ISIN Code]
Bond Acceleration	[X]
Bond Default	[X]
Bond Early Redemption	[X]
Bond Restructuring	[X]
Bond Failure to Pay	[X]
Bond Governmental Intervention	[X]
[Default Requirement]	[[X] (USD10,000,000)] [[X] ([●])]
Bond Issuer ISDA Event	[X]

PROVISIONS APPLICABLE TO THE UNDERLYING(S) IF ANY

30. (i) Underlying(s): [Not applicable]

[In respect of single Underlying, insert the following:

The following Share / Index / SGI Index / Depositary Receipt / Dividend / Non Equity Security / ETF / Reference Rate / Foreign Exchange Rate / Commodity / Commodity Index / Fund / [Credit] [and] [CDS Spread] / Inflation Index / Bond / Preference Share / Warrant / ETP / Future / Portfolio as defined below:]

[In respect of basket of Underlyings (which, for the avoidance of doubt may be a combination of different Underlyings), insert the following:

The following basket of [●] Shares / Indices / SGI Indices / Depositary Receipts / Dividends / Non Equity Securities / ETFs / Reference Rates / Foreign Exchange Rates / Commodities / Commodity Indices /

Funds / [Credits] [and] [CDS Spreads] / Inflation Indices / Bonds / Preference Shares / Warrants / ETPs/ Futures / Portfolio [(each an Underlying k and together the Basket)] as defined below:]

[Details of the Portfolio are set out in the following tables.]

[Where the underlying is a security need to include the name of the issuer of the security and the International Securities Identification Number (ISIN) or equivalent identification number.]

Where the underlying is an index, include the name of the index and the address of the website on which a complete set of rules relating to such index can be found. If the index is not composed by the Issuer, need to include details of where the information about the index can be obtained. In case of SGI Linked Warrants, if Advised SGI Index is applicable, need to specify.

Where the underlying is an interest rate, include a description of the interest rate.

Where the underlying does not fall within the categories specified above, the applicable Final Terms shall contain equivalent information.

Where the underlying is a basket of underlyings, need to include the relevant weightings or quantities of each underlying in the basket, or if the basket is not weighted, state that there is no weighting in respect of the underlyings in the basket.

Where the underlying is a Future or a Basket of Future, need to disclose the Future, the Next Active Future Contract, the Exchange, the Future Start Time, the Future End Time, the Future Underlier, the relevant weightings of each Underlying in the Basket.

Where the underlying is a Portfolio or a basket of Portfolios, paragraph 32 (and the tables below) below need to be completed.]

[Composition of the Portfolio:

k	Portfolio Component (k)	Bloomberg Ticker	Basket Component Type	Portfolio Component	[Unfunded Component]	Portfolio Component Currency (k)	[FX Hedge]
<i>[Specify k=1,2,3, ...]</i>	<i>[Specify name of Portfolio Component (k)]</i>	<i>[Specify ticker]</i>	[Index] [Share] [ETF Share] [Fund] [Single Commodity] [Single Debt] [Single Derivatives] [Not Applicable]	[Basket Component -] [Equity Instrument] [Commodity Instrument] [Debt Instrument] [Derivatives and Other Instrument]] [Market Data]	[Applicable] [Not Applicable]	<i>[Specify currency]</i>	[Applicable] [Not Applicable]

- (ii) **Information relating to the past and future performances of the Underlying(s) and volatility:** [Not applicable] *[Need to include details of the relevant website or screen page where information on past and future performance and volatility can be obtained, as specified in item 30(i).]*
- (iii) **Provisions relating, amongst others, to the Market Disruption Event(s)** [Not applicable]

and/or Disruption Event(s) and/or Extraordinary Event(s) and/or Monetisation until the Expiration Date and/or any additional disruption event as described in the relevant Additional Terms and Conditions:

The provisions of the following Additional Terms and Conditions apply:

[Additional Terms and Conditions for Share Linked Warrants] [Additional Terms and Conditions for Index Linked Warrants] [Additional Terms and Conditions for SGI Index Linked Warrants] [Additional Terms and Conditions for Depositary Receipts Linked Warrants] [Additional Terms and Conditions for Dividend Linked Warrants] [Additional Terms and Conditions for Non Equity Security Linked Warrants] [Additional Terms and Conditions for ETF Linked Warrants] [Additional Terms and Conditions for Reference Rate Linked Warrants] [Additional Terms and Conditions for Foreign Exchange Rate Linked Warrants] [Additional Terms and Conditions for Commodity Linked Warrants] [Additional Terms and Conditions for Fund Linked Warrants] [Additional Terms and Conditions for Inflation Linked Warrants] [Additional Terms and Conditions for ETP Linked Warrants] [Additional Terms and Conditions for Preference Share Linked Warrants] [Additional Terms and Conditions for Future Linked Warrants] [Additional Terms and Conditions for Portfolio Linked Warrants] [Additional Terms and Conditions for Warrant Linked Warrants] [Additional Terms and Conditions for Credit Linked Warrants – Part D].

(iv) Other information relating to the Underlying(s):

[Not applicable] [Information or summaries of information included herein with respect to the Underlying(s), has been extracted from general databases released publicly or by any other available information. [Each of the Issuer and the Guarantor] [The Issuer] confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published, no facts have been omitted which would render the reproduced information inaccurate or misleading.] [Where the underlying is a Preference Share, insert the following wording: The performance of the Preference Shares depends on the performance of the relevant Deliverable Asset(s) or basis of reference to which the Preference Shares are linked (the **Preference Share Underlying**).

The Preference Share Underlying is *[insert details of the relevant Deliverable Asset(s) or basis of reference to which the Preference Shares relate]*. Information on the Preference Share Underlying (including past and future performance and volatility) is published on [●]. Prospective investors should review the Terms of the Preference Shares and consult with their own professional advisors if they consider it necessary. [The Terms of the Preference Shares will be made available to investors upon written request to the specified office of the Preference Share Issuer.] The

Preference Share Value will be published on each [Business Day] on [●].]

[Where the underlying is a Warrant, insert the following wording: The performance of the Warrants depends on the performance of the relevant Deliverable Asset(s) or basis of reference to which the Warrants are linked (the **Warrant Underlying**). The Warrant Underlying is [insert details of the relevant Deliverable Asset(s) or basis of reference to which the Warrants relate]. Information on the Warrant Underlying (including past and future performance and volatility is published on [●]. Prospective investors should review the terms of the Warrants and consult with their own professional advisors if they consider it necessary. The terms of the Warrants will be available on [●]. The value of the Warrants will be published on each [Business Day] on [●].] [Not applicable]

DEFINITIONS

31. (i) **Definitions relating to date(s):** [Applicable] [Not applicable]
- Valuation Date(s)** [Specify and include, if applicable, the Initial Valuation Date and the Final Valuation Date.]
- [NB: Add as many lines as necessary]
- [- **Insert any relevant date(s):** [Insert date(s)]]
- (ii) **Definitions relating to the Product:** [Applicable, subject to the provisions of the Additional Terms and Conditions relating to Formulae] [Applicable, subject to the provisions of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants] [Not applicable]
- [NB: Add as many lines as necessary]
- [- **Insert any relevant defined term(s) applicable to settlement and the underlying(s) (if any), from the Additional Terms and Conditions relating to Formulae/Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants:** [Replicate the relevant definition(s) corresponding to the Reference of the Product from] [Specify] [Condition [1]][2][3][4][5] of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants][Condition [1]][2][3][4][5] of the Additional Terms and Conditions relating to Formulae]

PROVISIONS RELATING TO SECURED WARRANTS

32. **Secured Warrant Provisions:** [Not applicable] [Applicable, subject to the provisions of the Additional Terms and Conditions relating to Secured Warrants]

- [If Not applicable, delete the remaining subparagraphs]
- (i) **Collateral Pool:** [Specify for the purposes of Conditions 1 and 3-6 of the Additional Terms and Conditions relating to Secured Warrants]
- (ii) **Type of Collateral Pool:** [Single Issue Collateral Pool] [Multiple Issue Collateral Pool]
- (iii) **Type of Collateralisation:** [MV Collateralisation] [NV Collateralisation] [Max (MV, NV) Collateralisation] [Min (MV, NV) Collateralisation]
- **Collateral Valuation at Nominal Value:** [Not applicable] [Applicable]
- (iv) **Eligibility Criteria:** [Specify for the purposes of Condition 1 of the Additional Terms and Conditions relating to Secured Warrants]
- (v) **Collateral Rules:** [Specify for the purposes of Condition 1 of the Additional Terms and Conditions relating to Secured Warrants]
- (vi) **Collateralisation Percentage:** [Specify the percentage or the formula for calculating this percentage] [Where Max (MV, NV) Collateralisation or Min (MV, NV) Collateralisation is applicable, specify percentage level for MV and NV Collateralisation if different]
- [Specify where the Collateralisation Percentage may vary after a certain date, following the occurrence of a trigger event or following a unanimous decision of the Warrantholders]
- [Where the Collateralisation Percentage may vary following an unanimous decision of the Warrantholders, specify a notification period]
- (vii) **Haircuts:** [Not applicable] [Applicable. [If applicable, specify details of the haircut to be applied in relation to each type or class of Collateral Asset]]
- [NB: Haircuts must be the same for each Issue of Secured Warrants secured on the same Collateral Pool]
- (viii) **Collateral Test Dates:** [Specify for the purposes of Conditions 2-5 of the Additional Terms and Conditions relating to Secured Warrants] [No periodic Collateral Test Dates]
- [NB: If it is intended that there will be no periodic adjustments to the amount of Collateral Assets in respect of a particular Issue of Secured Warrants, specify "No periodic Collateral Test Dates"]
- [NB: Collateral Test Dates must be the same for each

- Issue of Secured Warrants secured on the same Collateral Pool]*
- (ix) **Collateral Substitution:** [Not applicable][Applicable]
- (x) **Waiver of Rights:** [Not applicable][Applicable]
- (xi) **Early Termination Settlement Amount following the occurrence of a Collateral Disruption Event:** [Market Value as per Condition 5.9 *[Specify for the purposes of Conditions 1, 5 and 7 of the Additional Terms and Conditions relating to Secured Warrants]*]
- (xii) **Physical Delivery of Collateral Assets:** [Not applicable][Applicable]
- [NB: The Secured Warrants secured on a particular Collateral Pool must either all be subject to Physical Delivery of Collateral Assets or not]*
- [If Physical Delivery of Collateral Assets is Not applicable, delete the following subparagraph]*
- [- **Method of transfer of Collateral Assets in respect of Collateral Assets Entitlement:** [Delivery through Clearstream, Luxembourg or Euroclear or any other relevant clearance institution (the **Collateral Assets Clearing System**) unless the Collateral Assets are not eligible for clearance by the Collateral Assets Clearing System, in which case transfer will take place outside the Collateral Assets Clearing System.]]
- (xiii) **Order of Priority:** [The Standard Order of Priority (as such term is defined in Condition 1 of the Additional Terms and Conditions relating to Secured Warrants) applies] *[Insert any alternative Order of Priority pursuant to the definition of "Order of Priority" in Condition 1 and for the purposes of Condition 5 of the Additional Terms and Conditions relating to Secured Warrants]*
- (xiv) **Other applicable options as per the Additional Terms and Conditions relating to Secured Warrants:** [Not applicable]
- [Where the Collateral Valuation Currency is Euro, specify where the Collateral Valuation Currency Screen Page and the Collateral Valuation Currency Specified Time differ from the Collateral Valuation Currency Screen Page and the Collateral Valuation Currency Specified Time specified in the Additional Terms and Conditions relating to Secured Warrants]*
- [Where the Collateral Valuation Currency is other than Euro, specify the Collateral Valuation Currency, the Collateral Valuation Currency Screen Page and the Collateral Valuation Currency Specified Time]*
- [Predetermined Collateral Valuation Currency Rate of

Exchange is applicable]

[Where Predetermined Collateral Valuation Currency Rate of Exchange is applicable specify the predetermined rate of the Collateral Valuation Currency]

[Specify where a different Valuation Point shall be used]

[Specify for the purposes of Condition 5.11.2 of the Additional Terms and Conditions relating to Secured Warrants if the period for which a Physical Delivery of Collateral Assets Disruption Event is not a period greater than 20 Collateral Business Days]

PROVISIONS RELATING TO PORTFOLIO LINKED WARRANTS

33.	Portfolio Linked Warrant Provisions:	[Not applicable] [Applicable, subject to the provisions of the Additional Terms and Conditions for Portfolio Linked Warrants]
		[If Not applicable, delete the remaining subparagraphs]
(i)	Basket Component(s):	As specified in "Annex for Portfolio Linked Warrants" hereto
(ii)	Debt Instrument(s):	[Applicable, as specified in "Annex for Portfolio Linked Warrants" hereto] [Not applicable]
(iii)	Commodity Instrument(s):	[Applicable, as specified in "Annex for Portfolio Linked Warrants" hereto] [Not applicable]
(iv)	Derivatives Instrument(s):	[Applicable, as specified in "Annex for Portfolio Linked Warrants" hereto] [Not applicable]
(v)	Equity Instrument(s):	[Applicable, as specified in "Annex for Portfolio Linked Warrants" hereto] [Not applicable]
(vi)	Market Data:	[Applicable, as specified in "Annex for Portfolio Linked Warrants" hereto] [Not applicable]

k	[Reference Price]	[DistRate(k,t)]	Q(k,0)	[RateLong(k,t)]	[RateShort(k,t)]	[RepoRateLong(k,t)]	[RepoRateShort(k,t)]	[TCR(k,t)]
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[Specify k= 1,2,3, ...]	[Closing Price [Fixing Price] [Specify Reference FixingTime] [TWAP][Sp ecify TWAPStart Time and TWAPEnd Time] [VWAP][Sp ecify VWAPStart Time and VWAPEnd Time] [Opening Price] [Best Effort] [Bid-Ask Spread][Sp ecify SpreadMid Ask and SpreadBid Mid]	[Specify rate. Rates may be fixed or variable over time, they may also be computed as a spread between rates and/or be a rate or combinatio n or rates determined by the Calculation Agent]	[Specify initial quantity]	[Specify rate. Rates may be fixed or variable over time, they may also be compute d as a spread between rates and/or be a rate or combinati on or rates determin ed by the Calculati on Agent]	[Specify rate. Rates may be fixed or variable over time, they may also be compute d as a spread between rates and/or be a rate or combinati on or rates determin ed by the Calculati on Agent]	[Specify rate. Rates may be fixed or variable over time, they may also be compute d as a spread between rates and/or be a rate or combinati on or rates determin ed by the Calculati on Agent]	[Specify rate. Rates may be fixed or variable over time, they may also be compute d as a spread between rates and/or be a rate or combinati on or rates determin ed by the Calculati on Agent]	[Specify rate. Rates may be fixed or variable over time, they may also be computed as a spread between rates and/or be a rate or combination or rates determined by the Calculation Agent]

Parameters and elections relating to the Portfolio

Scheduled Calculation Dates *[Specify the scheduled computation dates of the Portfolio Level]*

[Elections relating to the Portfolio]

[Dynamic Portfolio] [Applicable][Not Applicable]
[Excess Return] [Applicable][Not Applicable]
[Quanto Option] [Applicable][Not Applicable]
[Reinvestment Method] [Individual Components][Portfolio]

[Parameters relating to the Portfolio]

[TimeBasis] [360] [365] [specify other]
[PortfolioFXSourceFixingTime] [Specify relevant fixing time]
[PortfolioFXSource] [Specify relevant foreign exchange rate source]
[Portfolio Currency] [specify currency]
[PL(0)] [Specify the initial level of the Portfolio]
[RateLong(t)] [Specify relevant rate]
[RateShort(t)] [Specify relevant rate]
[GearingInfLong] [Specify relevant gearing percentage]

[GearingInfShort	[Specify relevant gearing percentage]]
[GearingSupLong	[Specify relevant gearing percentage]]
[GearingSupShort	[Specify relevant gearing percentage]]
[TargetGearingLong	[Specify relevant gearing percentage]]
[TargetGearingShort	[Specify relevant gearing percentage]]
<i>[if Dynamic Portfolio is "Applicable", specify the following:</i>	
Weighting Advisor	<i>[Insert the name of the relevant Weighting Advisor]</i>
Communication Deadline	<i>[Specify relevant communication deadline]</i>
Contact Details	<i>[Specify relevant contact details]</i>
Review Date	<i>[Specify the relevant review dates in respect of Modification Proposals]</i>
Rebalancing Date	<i>[Specify the relevant rebalancing dates in respect of Modification Proposals]</i>
Portfolio Eligibility Criteria	<i>[Specify the list of Applicable Portfolio Eligibility Criteria in relation to the Portfolio, in particular in accordance with Condition 3.5 of the Additional Terms and Conditions for Portfolio Linked Warrants]</i>
Portfolio Publication Website	<i>[Specify the website on which information related to the Portfolio and Modification Proposals will be published in accordance with the Additional Terms and Conditions for Portfolio Linked Warrants]]</i>

GENERAL PROVISIONS APPLICABLE TO THE WARRANTS

34. Provisions applicable to payment date(s):

- **Payment Business Day:** [Following Payment Business Day] [Modified Following Payment Business Day]

[NB: Amend "Payment Business Day" definition if payment is to be made on 25 December as Euroclear and Clearstream, Luxembourg do not settle payments on such day.]

[NB: "Payment Business Day" election in accordance with Condition [English law: 4.7] [French law: 4.3] of the General Terms and Conditions]

- **Financial Centre(s):** *[Insert the financial centre(s)]*
[In respect of Credit Linked Warrant with Physical Settlement: [Insert the financial centre(s)] and solely for the purposes of physical settlement, if applicable, a day in any other jurisdiction in which a bank must be open in order to effect settlement of any Deliverable Obligations being Delivered]

- 35. Events of Default:** [Applicable – the Warrants are Secured Warrants]
[Applicable][Not applicable][Specify if delegation to a Settlement Agent is applicable.]

[Events of Default will always apply in respect of Secured Warrants]

36. Minimum Trading Number:

[Specify][Not applicable]

37. Form of the Warrants:

[[Registered Global Warrant registered in the name of a nominee for a common depositary for Euroclear and Clearstream, Luxembourg] [specify] [Clearing System Global Warrant deposited with Société Générale, Sucursal en España for Iberclear.]]

[If French law Warrants in materialised form: Materialised Warrants: Temporary Global Certificate]

[If French law Warrants in dematerialised form: Dematerialised Warrants: Bearer dematerialised form (au porteur)]

[If EUI Warrants: EUI Warrants in book-entry form issued, cleared and settled through Euroclear UK & Ireland Limited (CREST). Direct CREST Settlement]

[If Uncertificated Swedish Warrants: Uncertificated Swedish Warrants in book entry form issued, cleared and settled through Euroclear Sweden in accordance with the Swedish Central Securities Depositories and Financial Instruments Accounts Act (SFS 1998:1479), as amended]

[If Uncertificated Finnish Warrants: Uncertificated Finnish Warrants in book entry form issued, cleared and settled through Euroclear Finland in accordance with the Finnish Act on the Book-Entry System and Clearing Operations (Fi. Laki arvo-osuusjärjestelmästä ja selvitystoiminnasta 749/2012), as amended and/or re-enacted from time to time, and the Finnish Act on Book-Entry Accounts (Fi. Laki arvo-osuustileistä 827/1991), as amended and/or re-enacted from time to time.

[If Uncertificated Italian Warrants: Uncertificated Italian Warrants in book entry form issued, cleared and settled through [Monte Titoli S.p.A. in accordance with the Italian Financial Services Act (Legislative Decree 24 February 1998, No. 58), as amended] [Specify]

[If Uncertificated Norwegian Warrants: Uncertificated Norwegian Warrants in book entry form issued, cleared and settled through the Verdipapirsentralen ASA in accordance with the Norwegian Financial Securities Register Act (Act no. 64 2002), as amended]

**38. Date of corporate authorisation obtained for [Specify date] [Not applicable]
the issuance of Warrants:**

[NB: The Final Terms should be signed by the Issuer and the Guarantor, as the case may be, in those jurisdictions where the Issuer and the Guarantor, as the case may be, is legally required to sign or where market practice dictates that it should]

The signature blocks may be deleted in those jurisdictions where neither of the above applies.

[Signed on behalf of the Issuer:

By:

Duly authorised]

[Signed on behalf of the Guarantor:

By:

Duly authorised]

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (i) **Listing:** *[If no listing: None]* [Application has been made for the Warrants to be listed on [the official list of the Luxembourg Stock Exchange] *[[Specify other]]*]
- (ii) **Admission to trading:** *[In the case of a trading on a non EU regulated market or where no admission to trading is to occur: Not applicable]*
[Application has been made for the Warrants to be admitted to trading on [the Regulated Market of the Luxembourg Stock Exchange] *[Specify other]* with effect from [or as soon as practicable after] [the Issue Date]]
- [There can be no assurance that the listing and trading of the Warrants will be approved with effect on [the Issue Date] or at all.]**
- [Where documenting a fungible issue need to indicate that original securities are already admitted to trading:]*
[[insert title of the Warrants related to the previous Issue]
issued on [insert date] are already admitted to trading on
[•]]

2. RATINGS

[The Warrants to be issued have [not] been rated *[Specify rating(s) of Warrants being issued]* [by *[Specify rating agency(ies).]*]

[If credit ratings are assigned to Warrants at the request or with the cooperation of the Issuer in the rating process, need to include a brief explanation of the meaning of the rating if this has previously been published by the rating provider.]

[The above disclosure should reflect the rating allocated to Warrants of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.]

[Such credit rating[s] [has been] [are] issued by [a] credit rating agency[ies] established in the European Union, registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council dated 16 September 2009 (as amended) and are included in the list of credit rating agencies registered in accordance with the CRA Regulation published on the European Securities and Markets Authority's website (www.esma.europa.eu/page/List-registered-and-certified-CRAs).]

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER

[Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:]

Save for any fees payable to the [Dealer, so] [Offeror(s), so] [Dealer and Offerors(s), so] [So] far as the Issuer is aware, no person involved in the issue of the Warrants has an interest material to the offer.]

[Amend as appropriate if there are other interests and include references to the Manager(s) if the issue is syndicated and if applicable.]

4. USE OF PROCEEDS, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

- (i) **Use of proceeds:** [Specify the use of proceeds] [Not applicable]
- (ii) **Estimated net proceeds:** [●] [Not applicable]
- (iii) **Estimated total expenses:** [●] [Not applicable]

5. PERFORMANCE OF FORMULA, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS

[Need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.]

6. OPERATIONAL INFORMATION

- (i) **Security identification code(s):**
- **ISIN code:** [Insert the code]
 - [- **Common code:** [Insert the code]]
 - [- **Temporary ISIN code:** [Insert the code]]
 - [- **Temporary Common code:** [Insert the code]]
 - [- **[Insert other security identification code]** [Insert the code]]
- (ii) **Clearing System(s):** [give name(s) and address(es) of the relevant clearing system(s) and, if required, relevant identification number(s)] [Not applicable]
- (iii) **Delivery:** Delivery [against] [free of] payment
- (iv) **Calculation Agent:** [Société Générale] [Specify any successor] [Specify Calculation Agent's address for the purposes of [English law: Condition 16.3] [French law: Condition 15.3] of the General Terms and Conditions]
- (v) **Agent(s):** [Give name(s) and address(es) of Paying Agent(s) (including any additional agents under Condition 10 of the General Terms and Conditions)]
- [If EUI Warrants: [specify]]
- [If French Law Warrants: [specify]]
- [If Warrants held through Iberclear: [specify]]
- [If Uncertificated Warrants: [specify]]
- [(vi) **Address and contact details of Société Générale for all** [Insert relevant details in the case of Credit Linked Warrants]]

**administrative communications
relating to the Warrants:**

7. DISTRIBUTION

(i) **Method of distribution:** [Syndicated] [Non-syndicated]

[If syndicated:

- **Names [and addresses and underwriting commitments]* of Managers:** [Not applicable] *[give names [and addresses and underwriting commitments]* of Managers]*

- **Date of Syndication Agreement:** [Not applicable] *[give date]*

[If non-syndicated:

- **Names [and addresses and any underwriting commitment] of the Dealer(s):** [Not applicable] *[give names [and addresses and underwriting commitments]* of Dealers]*

(ii) **Total commission and concession:** [[●] per cent. of the aggregate Notional Amount] [There is no commission and/or concession paid by the Issuer to the [Dealer] [or the] [Managers] [Not applicable] *[Specify other]]**

(iii) **Non-exempt Offer:** [Not applicable] [Applicable] *[Specify "Applicable" for each non-exempt offer. A non-exempt offer means any offer of Warrants that is not within an exemption from the requirement to publish a prospectus under the Prospectus Directive. This will apply to all Warrants except Warrants that are (i) not offered to the public in the EEA for the purposes of article 3.1 of Directive 2003/71/EC (as amended) (the Prospectus Directive) (except as specified under article 3.2 of the Prospectus Directive) and which are (ii) not admitted to trading on a Regulated Market in the EEA for the purposes of article 3.3 of the Prospectus Directive]*

[A Non-exempt offer of the Warrants may be made by [the Managers] [the Dealer] [and [any **Initial Authorised Offeror** below mentioned] [any **Additional Authorised Offeror**, the name and address of whom will be published on the following website of the Issuer [specify] [and] any [other] financial intermediaries to whom the Issuer gives a General Consent (the **General Authorised Offerors**) in the public offer jurisdiction(s) - the consent only extends to the use of this Base Prospectus to make Non-exempt Offers of the Warrants in [[Finland] [France] [Ireland] [Italy] [Luxembourg] [Netherlands] [Norway] [Spain] [Sweden] [United Kingdom]] (**Public Offer Jurisdiction(s)**) during the offer period (**Offer Period**) as specified in the

paragraph "Public Offers in European Economic Area" below.]

- (iv) **Individual Consent / Name(s) and address(es) of any Initial Authorised Offeror:** [Not applicable] [Applicable *[Insert the name and address of any initial authorised offeror]]]*
- (v) **General Consent/ Other conditions to consent:** [Not applicable] [Applicable] *[Insert any other condition to consent if relevant]*
- [(vi) **U.S. federal income tax considerations** The Warrants are [not] subject to the U.S. withholding tax on Dividend Equivalent Payments pursuant to Section 871(m) of the U.S. Internal Revenue Code.]

[If in case of SGI Index Linked Warrants, Advised SGI Index is applicable or if in case of Portfolio Linked Warrants, Dynamic Portfolio is applicable AND the Issuer elects to apply only Regulation S U.S. Person definition, insert the following paragraph:

- (vii) **Regulation S U.S. Person** Applicable]

[If in case of SGI Index Linked Warrants, Advised SGI Index is NOT applicable or if in case of Portfolio Linked Warrants, Dynamic Portfolio is NOT applicable AND the Issuer elects to apply IRS U.S. Person definition, insert the following paragraph:

- (viii) **Regulation S U.S. Person & IRS U.S. Person** Applicable]

8. PUBLIC OFFERS IN EUROPEAN ECONOMIC AREA

[NB: This paragraph applies only in respect of any offer of Warrants made in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a Relevant Member State), where such offer is not made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Warrants.]

[Not applicable]

[If not applicable, delete the remaining subparagraphs]

- **Public Offer Jurisdiction(s):** *[Specify relevant Member State(s) - which must be jurisdictions where the Prospectus and any supplements have been passported]*
- **Offer Period:** From *[specify]* to *[specify]*
- **Offer Price:** *[[Issue Price][specify any other fixed price for the Offer Period][which will be increased by fees, if any, as mentioned below in section "Amount of any expenses and taxes specifically charged to the subscriber or purchaser" below.]]*

[The Offer Price will evolve at a rate of [specify] between the [Issue Date][specify] and [specify] in order to reach [specify the maximum level that can be reached by the Offer Price during the Offer Period] on [specify] in

accordance with the following formula:

$$\text{Offer Price (t)} = \text{OfferPriceBase} \times (1 + \text{ConvergencePercentage} \times \text{Nb(t)} / 360)$$

Where :

OfferPriceBase means [*specify*]; and

ConvergencePercentage means [*specify*]; and

Nb(t) means the number of calendar days between the Issue Date (included) and the date "t" (included) on which the Offer Price(t) of the Warrants is computed.]

[and will be increased by fees, if any, as mentioned below in section "Amount of any expenses and taxes specifically charged to the subscriber or purchaser" below.]]

[The Warrants will be offered at a price which will be determined by the [Issuer][Dealer] on [*specify*], such price being calculated by reference to the price at which the [Issuer][Dealer] is prepared to sell the Warrants after taking into account such factors as it deems appropriate in connection with the relevant offer which may include (without limitation) market conditions, the terms of the Warrants, the level of subscriptions and macroeconomic conditions (including but not limited to political and economic situations and outlooks, growth rates, inflation, interest rates, credit spread and interest rate spreads)[.] [and will be increased by fees, if any, as mentioned below in section "Amount of any expenses and taxes specifically charged to the subscriber or purchaser" below.] The [Issuer][Dealer] will publish the price at which the warrants are offered on [*insert relevant websites on which the Offer Price will be published*].]

- **Conditions to which the offer is subject:** [Not applicable] [Offers of the Warrants are conditional [on their issue [*only applicable to offers during the subscription period*]] [on any additional conditions set out in the standard terms of business of the Financial Intermediaries, notified to investors by such relevant Financial Intermediaries][*specify any other applicable conditions*]
- **Description of the application process:** [Not applicable] [*Give details*]
[NB: Not applicable unless full application process is being followed in relation to the issue]
- **Details of the minimum and/or maximum amount of application:** [Not applicable] [*Give details*]
[NB: Not applicable unless full application process is

being followed in relation to the issue]

- **Details of the method and time limits for paying up and delivering the Warrants:** [The Warrants will be issued on the Issue Date against payment to the Issuer of the net subscription moneys.] [The settlement and delivery of the Warrants will be executed through *[Specify]*.] [Investors will be notified by *[Specify]* of their allocations of Warrants and the settlement arrangements in respect thereof.] [The Warrants will be delivered on any day during the offer by payment of the purchase price by the Warrantholders to the [relevant Financial Intermediary][Issuer].]*[Specify other]*
- **Manner and date in which results of the offer are to be made public:** [Publication on the website [of the Issuer] ([insert website]) and in a daily newspaper of general circulation in the relevant place(s) of listing and/or public offer at the end of the [subscription/marketing] period if required by local regulation.] [In connection with the public offer of the Warrants, each investor will be notified by the Dealer or the relevant financial intermediary of its allocation of Warrants.] *[Specify other]*
- **Whether Issue(s) has/have been reserved for certain countries:** [Not applicable] *[Give details]*
- **Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:** [Not applicable] *[Give details]*
[NB: Not applicable unless full application process is being followed in relation to the issue]
- **Amount of any expenses and taxes specifically charged to the subscriber or purchaser:** [Not applicable]*[Give details]*
- **Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place:** [None] *[Give details]*

9. ADDITIONAL INFORMATION

- **Minimum investment in the Warrants:** *[specify]* [Not applicable]
- **[Minimum trading] [Minimum Trading Lot]:** *[specify]* [Not applicable]

ISSUE SPECIFIC SUMMARY

TERMS AND CONDITIONS OF THE ENGLISH LAW WARRANTS

The following terms and conditions (the **General Terms and Conditions**), together with the relevant Additional Terms and Conditions (as defined below) specified in the Final Terms (as defined below), are the terms and conditions of the Warrants to be issued under English law (the **English Law Warrants**) and will be attached to or incorporated by reference into each Global Warrant and each Definitive Registered Warrant, in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the relevant Issuer and the relevant purchaser(s) of the Warrants at the time of issue but, if not so permitted and agreed, such Definitive Registered Warrant will have endorsed upon or attached thereto the General Terms and Conditions and the relevant Additional Terms and Conditions. The applicable Final Terms complete the General Terms and Conditions and Additional Terms and Conditions applicable to a particular Issue of Warrants. The applicable Final Terms (or the relevant provisions thereof) will be endorsed on, attached to or incorporated by reference into, each Global Warrant and Definitive Registered Warrant and shall be deemed to apply to Uncertificated Warrants.

References herein to:

- (i) the **Additional Terms and Conditions** are to Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants, Additional Terms and Conditions relating to Formulae, Additional Terms and Conditions for Share Linked Warrants, Additional Terms and Conditions for Index Linked Warrants, Additional Terms and Conditions for SGI Index Linked Warrants, Additional Terms and Conditions for Depositary Receipts Linked Warrants, Additional Terms and Conditions for Dividend Linked Warrants, Additional Terms and Conditions for Non-Equity Security Linked Warrants, Additional Terms and Conditions for ETF Linked Warrants, Additional Terms and Conditions for Reference Rate Linked Warrants, Additional Terms and Conditions for Foreign Exchange Rate Linked Warrants, Additional Terms and Conditions for Commodity Linked Warrants, Additional Terms and Conditions for Fund Linked Warrants, Additional Terms and Conditions for Credit Linked Warrants, Additional Terms and Conditions for Inflation Linked Warrants, Additional Terms and Conditions for Bond Linked Warrants, Additional Terms and Conditions for Preference Share Linked Warrants, Additional Terms and Conditions for Warrant Linked Warrants, the Additional Terms and Conditions for ETP Linked Warrants, the Additional Terms and Conditions for Future Linked Warrants, the Additional Terms and Conditions for Portfolio Linked Warrants, the and the Additional Terms and Conditions relating to Secured Warrants;
- (ii) the **applicable Final Terms** are, in relation to any Warrant, to Part A of the Final Terms (or other relevant provisions thereof) endorsed on, attached to, incorporated by reference in or, in the case of Uncertificated Warrants, prepared in connection with and deemed applicable to, that Warrant; and
- (iii) the **Terms and Conditions** are to these General Terms and Conditions and the relevant Additional Terms and Conditions, as completed by the applicable Final Terms.

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

References herein to the **Issuer** shall be references to the party specified as such in the applicable Final Terms and, in the case of any substitution of the Issuer in accordance with Condition 12 of these General Terms and Conditions, the **Substituted Obligor** as defined in Condition 12 of these General Terms and Conditions. References herein to the **Guarantor** shall mean Société Générale in its capacity as guarantor pursuant to the Guarantee (as defined in Condition 2.2 of these General Terms and Conditions) in respect of any Warrants issued by SG Issuer and Société Générale Effekten GmbH. Accordingly, references herein to the Guarantor are applicable only in the context of such Warrants.

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

For the purposes of the Terms and Conditions, **Underlying** shall mean, as specified in the applicable Final Terms, a Share and/or an Index and/or an SGI Index and/or a Depositary Receipt and/or a Dividend and/or an ETF and/or a Reference Rate and/or a Foreign Exchange Rate and/or a Commodity and/or a Commodity Index and/or a Fund and/or a Reference Entity and/or a CDS Spread and/or an Inflation Index and/or a Bond and/or a Preference Share and/or a Warrant and/or an ETP and/or a Non-Equity Security and/or Future and/or a Portfolio or a basket and/or combination thereof (each as defined in the Additional Terms and Conditions relating to the relevant Underlying).

References herein to the **Warrants** shall be references to the Warrants of a particular Issue of Warrants and shall mean, as the case may be:

- (a) bearer Warrants in clearing system form which will be represented on issue by a clearing system global warrant (a **Clearing System Global Warrant**);
- (b) any Warrants (other than Uncertificated Warrants) in registered form (**Registered Warrants**);
- (c) any Warrants in uncertificated and dematerialised book-entry form (**Uncertificated Warrants**). Uncertificated Warrants shall include Uncertificated Nordic Warrants, Uncertificated Italian Warrants and EUI Warrants, each as defined below;
- (d) any global Warrant representing Warrants in bearer or registered form (such Warrants being **Clearing System Global Warrants** or **Registered Global Warrants**, respectively, and each a **Global Warrant**); and
- (e) any definitive Warrants in registered form whether or not such Definitive Registered Warrant is issued in exchange for a Registered Global Warrant or Clearing System Global Warrant (**Definitive Registered Warrants**),

and any reference to Warrants shall, when the context requires, include any Global Warrant(s) representing such Warrants.

Any reference herein to Warrantholders (other than in respect of Uncertificated Warrants and Global Warrants) shall mean the several persons who are, as the case may be, the bearer or registered holders of Warrants and the expressions **Warrantholder**, **holder** of Warrants and related expressions shall be construed accordingly. In relation to Uncertificated Warrants and Global Warrants, "Warrantholder" shall have the meaning given to it in Condition 1 of these General Terms and Conditions. The **Warrantholder** in respect of an Uncertificated Warrant will be the person appearing in the relevant registers in accordance with the legislation, rules and regulations applicable to, and/or issued by, the relevant securities depositary and clearing institution and the expression "**Warrantholder**" shall be construed accordingly (as further set out in Conditions 1.3, 1.4, 1.5 and 1.6 of these General Terms and Conditions).

Save as set out below, the Warrants have the benefit of an agency agreement dated on or about 6 July 2016 (the **Agency Agreement**, which expression shall be construed as a reference to any such agreement as the same may be amended, supplemented or restated from time to time) and made between, amongst others, Société Générale, SG Issuer, Société Générale Effekten GmbH, the Guarantor (as defined below), Société Générale Bank & Trust as fiscal agent (the **Fiscal Agent**, which expression shall include any additional or successor agent appointed from time to time and specified in the applicable Final Terms), Société Générale Bank & Trust as registrar and transfer agent (the **Registrar** and the **Transfer Agent**, respectively, which expressions shall include, in each case, any additional or successor registrar or any other transfer agent appointed from time to

time) and the other paying agents named therein (such paying agents, together with the Fiscal Agent and the Registrar, the **Paying Agents**, which expression shall include any additional or successor paying agents appointed from time to time). The **Calculation Agent** with respect to an Issue of Warrants will be Société Générale (or any successor thereto), as designated in the applicable Final Terms. The Paying Agents, the Transfer Agent and, unless the context otherwise requires, the Settlement Agent (as defined in Condition 10 of these General Terms and Conditions) and the Calculation Agents shall be referred to collectively hereunder as the **Agents**.

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

Any issue of EUI Warrants (as defined in Condition 1.3 of these General Terms and Conditions) will have the benefit of an EUI agency agreement dated on or about 6 July 2016 (the **EUI Agency Agreement**, which expression shall be construed as a reference to any such agreement as the same may be amended, supplemented or restated from time to time) between, amongst others, the Issuers, the Guarantor and the agent, which shall be designated in the applicable Final Terms in respect of EUI Warrants (the **EUI Agent**).

Any issue of Warrants which are held through Iberclear will have the benefit of a Spanish agency agreement (the **Spanish Agency Agreement**, which expression shall be construed as a reference to any such agreement as the same may be amended, supplemented or restated from time to time) between the Issuers, the Guarantor and the agent, which shall be designated in the applicable Final Terms in respect of such Clearing System Global Warrants (the **Spanish Agent**).

Any reference herein to "Euroclear France", "Euroclear" and/or "Clearstream, Luxembourg" and/or "Iberclear" (each as defined above) shall, whenever the context so permits, (i) be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms which is approved by the Issuer, the Guarantor (if applicable), the Fiscal Agent (if applicable), the Registrar (in the case of Registered Warrants only) and, in the case of Warrants listed on the Luxembourg Stock Exchange, which is acceptable to the Luxembourg Stock Exchange and, in the case of Warrants listed on the Italian Stock Exchange, which is acceptable to the Italian Stock Exchange (Borsa Italiana S.p.A.); and (ii) shall, in relation to Uncertificated Warrants, include the relevant securities depository and clearing institution, including, without limitation, Euroclear Sweden AB (**Euroclear Sweden**), Euroclear Finland Ltd (**Euroclear Finland**), Verdipapirsentralen ASA and Euroclear UK and Ireland (**EUI**).

Any references in the Terms and Conditions to **Uncertificated Swedish Warrants** shall be references to Uncertificated Warrants settled through Euroclear Sweden, any references to **Uncertificated Finnish Warrants** shall be references to Uncertificated Warrants settled through Euroclear Finland and any references to **Uncertificated Norwegian Warrants** shall be references to Uncertificated Warrants settled through Verdipapirsentralen ASA. Uncertificated Swedish Warrants, Uncertificated Finnish Warrants and Uncertificated Norwegian Warrants shall, together, mean the **Uncertificated Nordic Warrants**.

Any references in the Terms and Conditions to **Uncertificated Italian Warrants** shall be references to Uncertificated Warrants settled through Monte Titoli.

Copies of the Agency Agreement, the EUI Agency Agreement (where applicable), the Spanish Agency Agreement (where applicable), the Guarantee (where applicable) and the Deeds of Covenant (defined below) are available for inspection during normal business hours from the head office of each of the relevant Issuer and, if applicable, the Guarantor and from the specified office of each of the Paying Agents. Copies of the applicable Final Terms are available for viewing at www.bourse.lu (to the extent listed on the Luxembourg Stock Exchange) and copies may be obtained from the head office of the relevant Issuer, the Guarantor (if applicable) and the specified office of each of the Paying Agents save that, if any Warrant is a Private Placement Warrant (as defined

below), the applicable Final Terms will only be obtainable by a Warrantholder holding one or more such Warrants and such Warrantholder must produce evidence satisfactory to the relevant Issuer, and, if applicable, the Guarantor or, as the case may be, the relevant Paying Agent as to its holding of such Warrants and identity (unless otherwise made available publicly by the Issuer). The Warrantholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement, the EUI Agency Agreement (where applicable), the Spanish Agency Agreement (where applicable), the Guarantee (where applicable), the Deeds of Covenant and the applicable Final Terms. The statements in the Terms and Conditions include summaries of, and are subject to, the detailed provisions of the Agency Agreement, the EUI Agency Agreement and the Spanish Agency Agreement. In this paragraph, **Private Placement Warrant** means any Warrant that is not (i) offered to the public in the EEA for the purposes of article 3.1 of Directive 2003/71/EC (as amended) (the **Prospectus Directive**) (except as specified under article 3.2 of the Prospectus Directive) or (ii) admitted to trading on a Regulated Market in the EEA for the purposes of article 3.3 of the Prospectus Directive.

If, following expiry (including early expiry, if applicable) or cancellation of a Warrant, an amount in respect thereof has become due and payable in accordance with the Terms and Conditions, the relevant Global Warrant will become void at 8.00 p.m. (London time) on such due date for payment. At the same time and without prejudice to any claim such holders may have in accordance with the terms of the Guarantee, holders of interests in such Global Warrant credited to their accounts with the relevant clearing system will become entitled to proceed directly against the Issuer on the basis of statements of account provided by such clearing system on and subject to the terms of the relevant Deed of Covenant.

1. FORM, CURRENCY OF PAYMENT, TITLE AND TRANSFER

1.1 Form, currency of payment and title

The Warrants may be Clearing System Global Warrants, Registered Global Warrants, Uncertificated Warrants or Definitive Registered Warrants.

Uncertificated Warrants are in uncertificated and dematerialised book-entry form. No global or definitive Warrants will be issued in respect of Uncertificated Warrants and the Terms and Conditions shall be construed accordingly. Uncertificated Warrants will be transferable only in accordance with the legislation, rules and regulations applicable to, and/or issued by, the relevant central securities depository and clearing institution, subject as provided in Condition 1.8.4 of these General Terms and Conditions. Title to Uncertificated Warrants will pass by registration in the register that the Issuer will procure to be kept by a central securities depository and clearing institution on behalf of the Issuer. Where a nominee is so evidenced it shall be treated as the Warrantholder in respect of the relevant Uncertificated Warrants.

Warrants are either Cash Settled Warrants or Physical Delivery Warrants, as specified in the applicable Final Terms. On exercise and subject, where applicable, to the particular Terms and Conditions applicable where a Warrant is subject to early exercise or cancellation and to payment of certain expenses, the Warrantholder in respect of (i) an Issue of Warrants specified as being **Cash Settled Warrants** in the applicable Final Terms, will be entitled to payment of an amount equal to the Cash Settlement Amount (if any) as determined and payable in accordance with the Terms and Conditions and (ii) an Issue of Warrants specified as being **Physical Delivery Warrants** in the applicable Final Terms, will receive Deliverable Asset(s) (as defined in Condition 4.11 of these General Terms and Conditions) as described in the applicable Final Terms and in an amount equal to the Physical Delivery Amount against payment by the relevant Warrantholder of certain expenses and the Exercise Price divided, if applicable, by the Parity as determined and deliverable in accordance with the Terms and Conditions. As used herein, the term **Settlement Amount** means the relevant Cash Settlement Amount or Physical Settlement Amount, as the case may be, where the **Physical Settlement Amount** is the currency equivalent of the Physical Delivery Amount (after deduction of certain expenses and the Exercise Price divided, if applicable, by the Parity) (if any).

Warrants may also be:

- (i) **Formula-Linked Warrants**, if specified in the applicable Final Terms, and in each such case the Additional Terms and Conditions relating to Formulae shall apply; or
- (ii) **One-Delta Warrants** or **Fixed Leverage Warrants** or **Turbo Warrants**, if specified in the applicable Final Terms, and in each such case the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants shall apply;

and, where applicable, Warrants may be **Structured Amount Warrants** (if specified in the applicable Final Terms, and in which case Condition 5.12 of these General Terms and Conditions shall apply) and/or **Open-ended Warrants** (if specified in the applicable Final Terms, and in which case Condition 5.13 of these General Terms and Conditions shall apply).

Warrants will, if specified in the applicable Final Terms, have a notional amount which will be specified in the applicable Final Terms (the **Notional Amount**).

All Warrants issued by Société Générale and Société Générale Effekten GmbH will be described as "Unsecured" in the applicable Final Terms applicable to such Warrants and all Warrants issued by SG Issuer will be described as "Unsecured" or "Secured" in the Final Terms applicable to such Warrants.

The Issuer may (if so specified in the applicable Final Terms), without the consent of the Warrantholders, by giving at least 30 days' notice in accordance with Condition 13 of these General Terms and Conditions, and on or after the date on which a Member State of the European Union whose national currency is the same as the Settlement Currency applicable to the Warrants has become a participating Member State in the third stage of the European Economic and Monetary Union (as provided in the Treaty on the Functioning of the European Union (the **EU**), as amended from time to time (the **Treaty**)) or events have occurred which have substantially the same effects (in either case, **EMU**), change the currency of all, but not some only, of the Warrants of any Issue into Euro and adjust any term of the Warrants as the Calculation Agent deems appropriate to give effect to such change (including, without limitation, the Settlement Amount, Exercise Price, the Parity (if applicable), the Settlement Currency). The date on which such change becomes effective shall be referred to in these General Terms and Conditions as the **Currency Conversion Date**.

The change of currency of the Warrants pursuant to the above paragraph shall be made by converting the relevant amount or price applicable to each Warrant from the relevant national currency into Euro using the fixed relevant national currency Euro conversion rate established by the Council of the European Union pursuant to Article 140 of the Treaty and rounding the resultant figure down to the nearest 0.01 Euro, provided that, if the Issuer determines, with the agreement of the Fiscal Agent that the then market practice in respect of the conversion into euro of internationally offered securities is different from the provisions specified above, such provisions shall be deemed to be amended so as to comply with such market practice and the Issuer shall promptly notify the Warrantholders, the stock exchange (if any) on which the Warrants may be listed and the Paying Agents of such deemed amendments.

The Euro amount or price of the Warrants so determined shall be notified to Warrantholders in accordance with Condition 13 of these General Terms and Conditions. Any balance remaining from the change of currency in an amount higher than 0.01 Euro shall be paid by way of cash adjustment rounded to the nearest 0.01 Euro (with 0.005 Euro being rounded upwards). Such cash adjustment will be payable in Euros on the Currency Conversion Date in the manner notified to Warrantholders by the Issuer.

Upon the change of currency of the Warrants, any reference hereon to the relevant national currency shall be construed as a reference to Euro.

Unless otherwise specified herein, the Issuer may, with prior approval of the Fiscal Agent, in connection with any change of currency pursuant to this Condition 1.1 or any consolidation pursuant to Condition 15 of these General Terms and Conditions, without the consent of the Warrantholders, make any changes or additions to the Terms and Conditions which it reasonably believes to be necessary or desirable to give effect to the provisions of this Condition 1.1 or Condition 15 of these General Terms and Conditions (including, without limitation, any change to any applicable business day definition, business day convention or principal financial centre of the country of the Settlement Currency), taking into account market practice in respect of redenominated euromarket debt and/or warrant obligations and which it believes are not prejudicial to the interests of the Warrantholders. Any such changes or additions shall, in the absence of manifest or proven error, be binding on the Warrantholders and shall be notified to Warrantholders in accordance with Condition 13 of these General Terms and Conditions as soon as practicable thereafter.

Neither the Issuer, nor the Calculation Agent, nor any Paying Agent shall be liable to any Warrantholder or other person for any commissions, costs, losses or expenses in relation to or resulting from the credit or transfer of Euro or any currency conversion or rounding effected in connection therewith.

1.2 Global Warrants

For so long as any of the Warrants is represented by a Global Warrant held on behalf of, or in the case of Registered Warrants, by a Common Depositary, on behalf of, Euroclear Bank S.A./N.V. (**Euroclear**) and/or Clearstream Banking, *société anonyme* (**Clearstream, Luxembourg**) and a Depositary on behalf of Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. Unipersonal (**Iberclear**) (each, a **Clearing System**), each person (other than Euroclear, Clearstream, Luxembourg or Iberclear, as the case may be) who is for the time being shown in the records of Euroclear and/or Clearstream, Luxembourg and/or Iberclear as the holder of a particular number of such Warrants (in which regard any certificate or other document issued by Euroclear, Clearstream, Luxembourg and/or Iberclear as to the number of Warrants standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Guarantor and any Paying Agent as the holder of such number of the Warrants for all purposes other than with respect to payments and deliveries in respect of such Warrants, for which purpose the bearer of the relevant Global Warrant or, as applicable, the registered holder of the relevant Registered Global Warrant shall be treated by the Issuer, the Guarantor and any Paying Agent as the holder of such Warrants in accordance with and subject to the terms of the relevant Global Warrant (and the expression "**Warrantholder**" and related expressions shall be construed accordingly).

In relation to Global Warrants held on behalf of Euroclear and/or Clearstream, Luxembourg, the Warrantholders are entitled to the benefit of the deed of covenant (the **ICSD Deed of Covenant**) and made by the Issuers. The original of the ICSD Deed of Covenant is held by the common depositary for Euroclear and Clearstream, Luxembourg. In relation to Global Warrants held on behalf of Iberclear, the Warrantholders are entitled to the benefit of the deed of covenant (the **Iberclear Deed of Covenant**) and, together with the ICSD Deed of Covenant, the **Deeds of Covenant**) and made by the Issuers. The original Iberclear Deed of Covenant is held by the depositary for Iberclear.

1.3 EUI Warrants

The Warrants may be held in registered uncertificated form in accordance with the Uncertificated Securities Regulations 2001, including any modification or re-enactment thereof for the time being in force (the **Regulations**) (such Warrants, the **EUI Warrants**). The EUI Warrants are participating securities for the purposes of the Regulations. Title to the EUI Warrants is recorded on the relevant Operator register of corporate securities. The EUI Agent on behalf of the Issuer shall, in relation to the EUI Warrants, maintain a record of uncertificated corporate securities in accordance with the records of Euroclear UK & Ireland Limited (**EUI**) (formerly known as CRESTCo Limited) (the **Record**) and shall procure that the Record is regularly updated to reflect the Operator register of corporate securities in

accordance with the rules and practices from time to time of the Operator. Subject to this requirement, (i) each person who is for the time being shown in the Record as the holder of a particular number of EUI Warrants shall be treated by the Issuer and the EUI Agent as the holder of such number of EUI Warrants for all purposes (such person being an **EUI Warrantholder** and a **Warrantholder** for the purposes of the Terms and Conditions, with related expressions being construed accordingly), and (ii) neither the Issuer, the Guarantor nor the EUI Agent shall be liable in respect of any act or thing done or omitted to be done by it or on its behalf in reliance upon the assumption that the particulars entered in the Record which the EUI Agent maintains are in accordance with particulars entered in the Operator register of corporate securities relating to the EUI Warrants. For the avoidance of doubt, in the event of any differences in information contained in the Record and the register of EUI Warrants in registered form kept at the Issuer's registered office, the register kept at the Issuer's registered office shall prevail for Luxembourg law purposes.

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

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

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

References to the CREST Deed Poll are to the global deed poll dated 25 June 2001, as subsequently modified, supplemented and/or restated.

All transactions in respect of EUI Warrants (including transfers thereof) in the open market or otherwise must be effected through an account at the Operator subject to and in accordance with the rules and procedures for the time being of the Operator. Without prejudice to Condition 1.8.4 of these General Terms and Conditions, title will pass upon registration of the transfer in the Operator register of corporate securities.

1.4 Uncertificated Swedish Warrants

Uncertificated Swedish Warrants are issued in registered, dematerialised and uncertificated book-entry form issued, cleared and settled by Euroclear Sweden AB in accordance with the Swedish Central Securities Depositories and Financial Instruments Accounts Act (*Sw. lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*) as amended, the rules and regulations and operating procedures (such rules and regulations, the **Swedish CSD Rules**) applicable to and/or issued by Euroclear Sweden AB, the Swedish central securities depository (*Sw. värdepapperscentral*) (the **Swedish CSD**). No physical global or definitive warrants will be issued in respect of Uncertificated Swedish Warrants. All payments in respect of Uncertificated Swedish Warrants will be made through the Swedish CSD in accordance with the Swedish CSD Rules.

Warrantholder means, in the context of Uncertificated Swedish Warrants, the person in whose name an Uncertificated Swedish Warrant is registered in the Swedish Register (as defined below) and the reference to a person in whose name an Uncertificated Swedish Warrant is registered shall also include any person duly authorised to act as a nominee (*Sw. förvaltare*) and registered for the Uncertificated Swedish Warrants. For such purposes, the "**Swedish Register**" means the register maintained by the Swedish CSD on behalf of the Issuer in accordance with the Swedish CSD Rules and, as far as the application of the Terms and Conditions is concerned, title to Uncertificated Swedish Warrants shall pass by registration in the Swedish Register. Except as ordered by a court of competent jurisdiction or as required by law, the Warrantholder (as defined above) of any Uncertificated Swedish Warrants shall be deemed to be and may be treated as its absolute owner for all purposes whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it and no person shall be liable for so treating the Warrantholder.

With respect to Uncertificated Swedish Warrants, references to the "**Operator**" and related expressions shall be to the Swedish CSD or the Swedish Register (as appropriate), references to the "**Regulations**" shall be to the Swedish CSD Rules and references to the "**Agent**" or "**Swedish Issuer Agent**" shall be to Nordea Bank AB.

Without prejudice to Condition 1.8.4 of these General Terms and Conditions, beneficial interests in Uncertificated Swedish Warrants will be transferable only in accordance with the Swedish CSD Rules. Title to such beneficial interests in the Uncertificated Swedish Warrants shall pass in the records maintained by the Swedish CSD in accordance with the Swedish CSD Rules.

The Issuer and/or the Agent shall be entitled to obtain information from the register of the Uncertificated Swedish CSD in accordance with the Swedish CSD Rules.

For so long as it is a requirement of the Swedish CSD Rules, the Settlement Currency for Uncertificated Swedish Warrants may only be SEK or EUR, as specified in the applicable Final Terms.

1.5 Uncertificated Finnish Warrants

Uncertificated Finnish Warrants are issued in registered, dematerialised and uncertificated book-entry form in accordance with the Finnish Act on the Book-Entry System and Clearing Operations (*Fi. Laki arvo-osuusjärjestelmästä ja selvitystoiminnasta 749/2012*), as amended and/or re-enacted from time to time, the Finnish Act on Book-Entry Accounts (*Fi. Laki arvo-osuustileistä 827/1991*), as amended and/or re-enacted from time to time, and all other applicable Finnish laws, regulations and operating procedures applicable to and/or issued by the Finnish central securities depository from time to time (the **Finnish CSD Rules**) designated as the relevant clearing system for the Uncertificated Finnish Warrants which is Euroclear Finland Ltd (the **Finnish CSD**). No physical global or definitive warrants will be issued in respect of Uncertificated Finnish Warrants. All payments in respect of Uncertificated Finnish Warrants will be made through the Finnish CSD in accordance with the Finnish CSD Rules.

Warrantholder means, in the context of Uncertificated Finnish Warrants, the person in whose name an Uncertificated Finnish Warrant is registered in the Finnish Register (as defined below) and the reference to a person in whose name an Uncertificated Finnish Warrant is registered shall also include any person duly authorised to act as a nominee and registered for the Uncertificated Finnish Warrants. For such purposes, the **Finnish Register** means the register maintained by the Finnish CSD on behalf of the Issuer in accordance with the Finnish CSD Rules and, as far as the application of the Terms and Conditions is concerned but without prejudice to Condition 1.8.4 of these General Terms and Conditions, title to Uncertificated Finnish Warrants shall pass by registration in the Finnish Register (except where the Finnish Securities are nominee-registered and are transferred from one sub-account to another sub-account with the same nominee) in accordance with Euroclear Finland Rules. Except as ordered by a court of competent jurisdiction or as required by law, the Warrantholder (as defined above) of any Uncertificated Finnish Warrants shall be deemed to be and may be treated as its absolute owner for all purposes whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it and no person shall be liable for so treating the Warrantholder.

With respect to Uncertificated Finnish Warrants, references to the "**Operator**" and related expressions shall be to the Finnish CSD or the Finnish Register (as appropriate), references to the "**Record**" shall be to the Finnish Register, references to the "**Regulations**" shall be to the Finnish CSD Rules and references to the "**Agent**" or the "**Finnish Issuer Agent**" shall be to Nordea Bank Finland Plc.

Notwithstanding any secrecy obligation, the Issuer and the Agent shall be entitled to obtain information (including information on Warrantholders) from the Finnish Register and the Finnish CSD shall be entitled to provide such information to the Issuer and/or the Agent notwithstanding any secrecy obligation.

1.6 Uncertificated Norwegian Warrants

Uncertificated Norwegian Warrants are issued in registered, dematerialised and uncertificated book-entry form issued, cleared and settled by Verdipapirsentralen ASA in accordance with the Norwegian Financial Securities Register Act (Act no. 64 2002) (No. lov av 5. Juli 2002 nr 64 om registrering av finansielle instrumenter) as amended and the rules and regulations (such rules and regulations, the **Norwegian CSD Rules**) applicable to Verdipapirsentralen ASA, the Norwegian central securities depository (No. verdipapirregister) (the **Norwegian CSD**). No physical global or definitive warrants will be issued in respect of Uncertificated Norwegian Warrants. All payments in respect of Uncertificated Norwegian Warrants will be made through the Norwegian CSD in accordance with the Norwegian CSD Rules.

Warrantholder means, in the context of Uncertificated Norwegian Warrants, the person in whose name an Uncertificated Norwegian Warrant is registered in the Norwegian Register (as defined below) and the reference to a person in whose name an Uncertificated Norwegian Warrant is registered shall also include any person duly authorised to act as a nominee (No. forvalter) and registered for the Uncertificated Norwegian Warrants. For such purposes, the "**Norwegian Register**" means the register maintained by the Norwegian CSD on behalf of the Issuer in accordance with the Norwegian CSD Rules and, as far as the application of the Terms and Conditions is concerned, title to Uncertificated Norwegian Warrants shall pass by registration in the Norwegian Register.

Except as ordered by a court of competent jurisdiction or as required by law, the Warrantholder (as defined above) of any Uncertificated Norwegian Warrants shall be deemed to be and may be treated as its absolute owner for all purposes whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it and no person shall be liable for so treating the Warrantholder.

With respect to Uncertificated Norwegian Warrants, references to the "**Operator**" and related expressions shall be to the Norwegian CSD, references to the "**Regulations**" shall be to the Norwegian

CSD Rules and references to the "**Agent**" or "**Norwegian Issuer Agent**" shall be to Nordea Bank Norge ASA.

Without prejudice to Condition 1.8.4 of these General Terms and Conditions, beneficial interests in Uncertificated Norwegian Warrants will be transferable only in accordance with the Norwegian CSD Rules. Title to such beneficial interests in the Uncertificated Norwegian Warrants shall pass in the records maintained by the Norwegian CSD in accordance with the Norwegian CSD Rules.

The Issuer and/or the Agent shall be entitled to obtain information from the register of the Norwegian CSD to the extent permitted in the Norwegian CSD Rules.

For so long as it is a requirement of the Norwegian CSD Rules, the Settlement Currency for Uncertificated Norwegian Warrants may only be NOK, or as specified in the applicable Final Terms.

1.7 Uncertificated Italian Warrants

Uncertificated Italian Warrants are issued in bearer dematerialised and uncertificated book-entry form issued, cleared and settled by Monte Titoli S.p.A. in accordance with the applicable provisions of Italian Law, including Legislative Decree 24 February 1998, No. 58, as amended (the **Italian Financial Services Act**) and the rules and regulations applicable to and/or issued by Monte Titoli S.p.A. as the Italian central securities depository from time to time (the **Italian CSD Rules**) and are freely transferable by way of book entries on the accounts registered on Monte Titoli S.p.A. (the **Italian CSD**). No physical global or definitive warrants will be issued in respect of Uncertificated Italian Warrants. All payments in respect of Uncertificated Italian Warrants will be made through the Italian CSD in accordance with the Italian CSD Rules.

Warrantholder means, in the context of Uncertificated Italian Warrants, the person who is for the time being shown in the records of the Italian CSD in accordance with the Italian CSD Rules (the **Italian Register**) as holder of a particular number of Uncertificated Italian Warrants.

Except as ordered by a court of competent jurisdiction or as required by law, the Warrantholder (as defined above) of any Uncertificated Italian Warrants shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it and no person shall be liable for so treating the Warrantholder and any certificate or other document issued pursuant to the Italian CSD Rules as to the Uncertificated Italian Warrants standing to the account of any person shall be conclusive and binding for all purposes except in the case of manifest error.

With respect to Uncertificated Italian Warrants, references to the "Operator" and related expressions shall be to the Italian CSD, references to the "Regulations" shall be to the Italian CSD Rules and references to the "Agent" or "Italian Issuer Agent" shall be to Société Générale Securities Services S.p.A..

Without prejudice to Condition 1.8.4 of these General Terms and Conditions, beneficial interests in Uncertificated Italian Warrants will be transferable only in accordance with the Italian CSD Rules. Title to such beneficial interests in the Uncertificated Italian Warrants shall pass in the records maintained by the Italian CSD in accordance with the Italian CSD Rules.

The Issuer and/or the Agent shall be entitled to obtain information from the register of the Italian CSD to the extent permitted in the Italian CSD Rules.

1.8 Transfers of Warrants

1.8.1 *Transfers of interests in Global Warrants*

Warrants which are represented by a Global Warrant held on behalf of Euroclear, Clearstream, Luxembourg or Iberclear will be transferable only in accordance with the rules and procedures for the time being of Euroclear, Clearstream, Luxembourg or Iberclear, as the case may be. References to Iberclear and/or Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms.

Transfers of beneficial interests in a Global Warrant will be effected by Euroclear, Clearstream, Luxembourg or Iberclear, as the case may be, and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of beneficial transferors and transferees of such interests. A beneficial interest in a Global Warrant will, subject to Condition 1.8.4 of these General Terms and Conditions and compliance with all applicable legal and regulatory restrictions, be exchangeable for Definitive Registered Warrants or for a beneficial interest in another Global Warrant only in accordance with the rules and operating procedures for the time being of Euroclear or Clearstream, Luxembourg or Iberclear, as the case may be, and in accordance with the terms and conditions specified in the Agency Agreement.

1.8.2 *Transfers of Definitive Registered Warrants*

Subject as provided in Conditions 1.8.4 and 1.8.5 of these General Terms and Conditions, upon the terms and subject to the conditions set forth in the Agency Agreement, a Definitive Registered Warrant may be transferred in whole or in part. In order to effect any such transfer (i) the holder or holders must (A) surrender the Definitive Registered Warrant for registration of the transfer of the Definitive Registered Warrant (or the relevant part of the Definitive Registered Warrant) at the specified office of the Registrar or any Transfer Agent, with the form of transfer thereon duly executed by the holder or holders thereof or his or their attorney or attorneys duly authorised in writing and (B) complete and deposit such other certifications as may be required by the Registrar or, as the case may be, the relevant Transfer Agent and (ii) the Registrar or, as the case may be, the relevant Transfer Agent must, after due and careful enquiry, be satisfied with the documents of title and the identity of the person making the request. Any such transfer will be subject to such reasonable regulations as the Issuer and the Registrar may from time to time prescribe (the initial regulations being set out in Schedule 7 to the Agency Agreement). Subject as provided above, the Registrar or, as the case may be, the relevant Transfer Agent will, within three business days (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar or, as the case may be, the relevant Transfer Agent is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), authenticate and, in the case of Registered Global Warrants, effectuate, and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail, to such address as the transferee may request, a new Definitive Registered Warrant of a like amount to the Definitive Registered Warrant (or the relevant part of the Definitive Registered Warrant) transferred. In the case of the transfer of part only of a Definitive Registered Warrant, a new Definitive Registered Warrant or Registered Global Warrant in respect of the balance of the Definitive Registered Warrant not transferred will be so authenticated.

1.8.3 *Costs of registration*

Warrantholders will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except for any costs or expenses of delivery other than by regular uninsured mail and except that the Issuer may require the payment of a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration.

1.8.4 *No transfer of Warrants to U.S. Persons that are not Permitted Transferees*

Warrants may not at any time be offered, sold, resold, traded, pledged, redeemed, transferred or delivered, directly or indirectly, in the United States or to, or for the account or benefit of, a person that is not a Permitted Transferee and any offer, sale, resale, pledge, redemption, transfer or delivery made, directly or indirectly, within the United States or to or for the account or benefit of, a person that is not a Permitted Transferee will not be recognised. Warrants may not be legally or beneficially owned at any time by any person that is not a Permitted Transferee and accordingly are being offered and sold in offshore transactions (as defined in Regulation S) to persons that are Permitted Transferees in reliance on Regulation S.

1.8.5 *Exchanges and transfers of Registered Warrants generally*

Holders of Definitive Registered Warrants may exchange such Warrants for interests in a Registered Global Warrant of the same type at any time.

1.8.6 *Issuer's Register*

For the avoidance of doubt, notwithstanding any provision to the contrary included in the Terms and Conditions, in the event of discrepancies between the information contained in any register maintained in connection with any Warrants governed by the Terms and Conditions and the information contained in the register of Warrants in registered form kept at the Issuer's registered office (hereinafter the **Issuer Register**), the Issuer Register shall prevail for Luxembourg law purposes. Under Luxembourg law, ownership in respect of Warrants in registered form is established exclusively by the relevant registration (inscription) in the Issuer Register. Certificates representing Warrants in registered form may be issued but they are not a proof of ownership.

1.8.7 *Definitions*

In this Condition 1.8 of these General Terms and Conditions, the following expressions shall have the following meanings:

Commodity Exchange Act means the U.S. Commodity Exchange Act of 1936, as amended;

IRS US Person means a U.S. person as defined in paragraph 7701(a)(30) of the Internal Revenue Code;

Permitted Transferee means any person who:

(i) is not a U.S. Person; and

(ii) is not a person who comes within any definition of U.S. person for the purposes of the CEA or any CFTC Rule, guidance or order proposed or issued under the CEA (for the avoidance of doubt, any person who is not a "Non-United States person" defined under CFTC Rule 4.7(a)(1)(iv), but excluding, for purposes of subsection (D) thereof, the exception for qualified eligible persons who are not "Non-United States persons," shall be considered a U.S. person);

Regulation S means Regulation S under the Securities Act;

Regulation S U.S. Person means a U.S. Person as defined in Regulation S;

Securities Act means the U.S. Securities Act of 1933, as amended; and

U.S. Person (i) means Regulation S U.S. Person unless the applicable Final Terms specify that an IRS U.S. Person is also applicable, or (ii) if in case of SGI Index Linked Warrants, Advised SGI Index is

applicable or if in case of Portfolio Linked Warrants, Dynamic Portfolio is applicable, a person who is either a Regulation S U.S. Person or an IRS U.S. Person unless the applicable Final Terms specify that only a Regulation S U.S. Person is applicable.

Warrants issued by Société Générale, SG Effekten GmbH or SG Issuer which may not at any time be offered, sold, resold, traded, pledged, redeemed, transferred or delivered, directly or indirectly, in the United States or to, or for the account or benefit of, a person that is not a Permitted Transferee.

2. STATUS OF THE WARRANTS AND GUARANTEE

2.1 Status of the Warrants

Warrants (other than Secured Warrants) issued by Société Générale, Société Générale Effekten GmbH, and SG Issuer will be direct, unconditional, unsecured and unsubordinated obligations of the relevant Issuer and will rank *pari passu* without any preference among themselves and (subject to such exceptions as from time to time exist under applicable law) at least *pari passu* with all other outstanding direct, unconditional, unsecured and unsubordinated obligations of the relevant Issuer, present and future.

Secured Warrants issued by SG Issuer will be direct, unconditional, secured, limited recourse and unsubordinated obligations of SG Issuer and will rank *pari passu* without any preference among themselves and (subject to such exceptions as from time to time exist under applicable law) at least *pari passu* with all other outstanding direct, unconditional, secured, limited recourse and unsubordinated obligations of SG Issuer, present and future.

2.2 Guarantee

The due and punctual payment and delivery of any amounts due by the Issuer in respect of any Issue of Warrants issued by SG Issuer or Société Générale Effekten GmbH is unconditionally and irrevocably guaranteed by the Guarantor as provided in the deed of guarantee made as of 20 July 2016 and as may be further amended, supplemented and/or restated from time to time, (the **Guarantee**) the text of which is set out in "*Deed of Guarantee*" in the Base Prospectus dated 20 July 2016; provided that in the case of any Physical Delivery Warrants in respect of which the relevant guaranteed obligation of the Issuer is an obligation to transfer the Deliverable Asset(s) in respect of a Physical Delivery Amount, the Guarantor shall, in lieu of such transfer, be obliged to pay a cash amount in the relevant Settlement Currency equal to the fair market value (as determined by the Calculation Agent on or about the due date for transfer of the relevant Deliverable Asset(s) in respect of the Physical Delivery Amount) of the Deliverable Asset(s) in respect of the Physical Delivery Amount.

The Guarantee constitutes a direct, unconditional, unsecured and general obligation of the Guarantor and ranks and will rank at least *pari passu* with all other existing and future direct, unconditional, unsecured and general obligations of the Guarantor, including those in respect of deposits, but excluding any debts for the time being preferred by law and senior to any subordinated obligations.

2.3 Purchase

The Issuer may (to the extent permitted by applicable law) at any time purchase Warrants at any price in the open market or otherwise. Any Warrants so purchased may be held, resold or surrendered for cancellation.

3. TYPE OF WARRANTS AND WARRANT EXERCISE PROCEDURE

3.1 Type of Warrants

The Final Terms will specify whether the Warrants are **American Style Warrants** or **European Style Warrants**. European Style Warrants are also known as **Fixed Scheduled Exercise Style Warrants**. Where the Final Terms specify that the Warrants are Fixed Scheduled Exercise Style Warrants, any references in the Base Prospectus and in the applicable Final Terms to "European Style Warrants" shall be deemed to be a reference to Fixed Scheduled Exercise Style Warrants.

American Style Warrants are capable of being exercised on any Business Day during the Exercise Period and Fixed Scheduled Exercise Style Warrants or European Style Warrants, as the case may be, are capable of being exercised on the Expiration Date. American Style Warrants, Fixed Scheduled Exercise Style Warrants and European Style Warrants may also be capable of being exercised in accordance with the provisions of Conditions 5.6, 5.7, 5.8, 5.9 and 5.10 of these General Terms and Conditions).

The Final Terms will specify whether:

- (i) automatic exercise (**Automatic Exercise**) applies to the Warrants, whether Automatic Exercise can be waived in accordance with Condition 3.3.8 of these General Terms and Conditions or whether the Warrants are subject to Manual Exercise in accordance with Conditions 3.3.1 to 3.3.6 (inclusive) and 3.3.9 of these General Terms and Conditions;
- (ii) the Warrants are subject to maximum (in the case of American Style Warrants only) and minimum exercise amounts in accordance with Condition 11 of these General Terms and Conditions; and
- (iii) the Warrants may only be exercised in units (**Units**).

If Units are specified in the applicable Final Terms, the Warrants must be exercised in Units and any Exercise Notice which purports to exercise Warrants in breach of this provision shall be null and void.

3.2 Exercise rights

3.2.1 American Style Warrants

Unless previously exercised or cancelled in accordance with the Terms and Conditions, American Style Warrants are capable of being exercised on any Business Day during the Exercise Period or, if applicable or relevant, in accordance with the provisions of Conditions 5.6, 5.7, 5.8, 5.9 and 5.10 of these General Terms and Conditions.

Where Automatic Exercise does not apply

If Automatic Exercise is not specified as applying to the Warrants in the Final Terms, any American Style Warrant with respect to which no Exercise Notice (as defined below) has been delivered in the manner set out in this Condition 3, at or prior to 10.00 a.m. (Local Time) in respect of the relevant Clearing System (in the case of a Global Warrant), Registrar (in the case of a Definitive Registered Warrant), Agent (in the case of an Uncertificated Nordic Warrant), EUI Agent (in the case of an EUI Warrant) on the Expiration Date, shall become void.

Where Automatic Exercise does apply

If Automatic Exercise is specified as applying to the Warrants in the applicable Final Terms, any such American Style Warrant shall, unless such Warrant has been exercised previously by the valid delivery of an Exercise Notice in accordance with the paragraph below or Automatic Exercise has been waived in accordance with Condition 3.3.8 of these General Terms and Conditions, each American Style Warrant shall be automatically exercised on behalf of the Warrantholders on the Expiration Date and the provisions of Condition 3.3.7 of these General Terms and Conditions below shall apply. In such cases an Exercise Notice shall be deemed to be served prior to 10.00 a.m. (Local Time) on the Expiration Date in accordance with the paragraph below.

Exercise Procedure

The Business Day during the Exercise Period on which an Exercise Notice is delivered or deemed delivered in respect of an American Style Warrant in accordance with these General Terms and Conditions is referred to herein as the "**Actual Exercise Date**". If any Exercise Notice is received or deemed delivered in accordance with these General Terms and Conditions after 10.00 a.m. (Local Time) on any Business Day during the Exercise Period, such Exercise Notice will be deemed to have been delivered on the next Business Day, which Business Day shall be deemed to be the Actual Exercise Date, provided that any such Warrant in respect of which no Exercise Notice has been delivered in the manner set out in Condition 3.3 of these General Terms and Conditions at or prior to 10.00 a.m. (Local Time) on the Expiration Date shall (A) if Automatic Exercise is not specified as applying in the applicable Final Terms, become void or (B) if Automatic Exercise is specified as applying in the applicable Final Terms, be automatically exercised on the Expiration Date as provided above.

3.2.2 *European Style Warrants*

Unless previously exercised or cancelled in accordance with the Terms and Conditions, European Style Warrants are capable of being exercised on the Expiration Date or, if applicable or relevant, in accordance with the provisions of Conditions 5.6, 5.7, 5.8, 5.9 and 5.10 of these General Terms and Conditions.

Where Automatic Exercise does not apply

If Automatic Exercise is not specified as applying to the Warrants in the applicable Final Terms, any European Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out below, at or prior to 10.00 a.m. (Local Time) on the Expiration Date, shall become void.

Where Automatic Exercise does apply

If Automatic Exercise is specified as applying in the applicable Final Terms and has not been waived pursuant to Condition 3.3.8 of these General Terms and Conditions, each European Style Warrant shall be automatically exercised on behalf of the Warrantholders on the Expiration Date and the provisions of Condition 3.3.7 of these General Terms and Conditions below shall apply.

3.2.3 *General*

In relation to any Warrants where Automatic Exercise is specified as applying in the applicable Final Terms, the expressions "exercise", "due exercise" and related expressions shall be construed to apply to any such Warrants which are automatically exercised on behalf of the Warrantholders in accordance with the above provisions.

In this Condition 3:

Business Day means (a) a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the relevant Financial Centre(s) (if applicable, as specified in the applicable Final Terms) and a day (other than a Saturday or Sunday) on which the Operator is open for business and (b) for the purposes of making payments in euro, any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System is open.

Exercise Date means (a) in the case of European Style Warrants, the Expiration Date or (b) in the case of American Style Warrants, the Business Day during the Exercise Period on which an Exercise Notice is validly delivered in accordance with Condition 3 of these General Terms and Conditions or (only where Automatic Exercise applies and if no Exercise Notice or Waiver Notice is otherwise validly delivered in accordance with Condition 3.3.7) the Expiration Date.

Exercise Period shall have the meaning given to it in the Final Terms.

Exercise Price means the price specified in the applicable Final Terms, as may be amended from time to time in accordance with the Terms and Conditions.

Expiration Date means the date specified in the applicable Final Terms.

Local Time means the local time in the city of the relevant Clearing System (in the case of a Global Warrant), Registrar (in the case of a Definitive Registered Warrant) or the EUI Agent (in the case of an EUI Warrant).

3.3 **Exercise Procedure**

3.3.1 *Exercise Notice in respect of Global Warrants*

Subject as provided in Condition 3.3.7 of these General Terms and Conditions, Warrants represented by a Global Warrant may only be exercised by the delivery, or the sending by fax, of a duly completed exercise notice (an **Exercise Notice**) in the form set out in the Agency Agreement (copies of which form may be obtained from the relevant Clearing System and the Agent during normal office hours) to the relevant Clearing System, with a copy to the Agent in accordance with the provisions set out in this Condition 3.

The Exercise Notice shall:

- (i) specify the relevant Issue of the Warrants and the number of Warrants being exercised and, if Units are specified in the applicable Final Terms, the number of Units being exercised;
- (ii) specify the number of the Warrantholder's securities account at the relevant Clearing System to be debited with the Warrants;
- (iii) irrevocably instruct the relevant Clearing System to debit on or before the Settlement Date the Warrantholder's securities account with the Warrants being exercised;
- (iv) specify, in the case of Cash Settled Warrants, the number of the Warrantholder's account at the relevant Clearing System to be credited with the Cash Settlement Amount (if any) for each Warrant or Unit, as the case may be, being exercised;
- (v) specify, in the case of Physical Delivery Warrants, such details as are required by the applicable Final Terms for delivery of the Deliverable Asset(s) relating to such Physical Delivery Amount

which may include account details and/or the name and address of any person(s) into whose name evidence of such Deliverable Asset(s) is to be registered and/or any bank, broker or agent to whom documents evidencing the Deliverable Asset(s) are to be delivered;

- (vi) include an undertaking to pay all Expenses (as defined below) and any other amounts due from the Warrantholder to the Issuer under the Warrants being exercised (including, in the case of Physical Delivery Warrants, the Exercise Price divided, if applicable, by the Parity), and an authority to the relevant Clearing System to deduct an amount in respect thereof from any amount due to such Warrantholder (including, for the avoidance of doubt, any Cash Settlement Amount) and/or to debit a specified account of the Warrantholder at the relevant Clearing System;
 - (vii) certify that the beneficial owner of each Warrant being exercised is not a U.S. Person and is a person who is (1) located outside the United States, and who is (2) not a U.S. person (as defined in Regulation S) or a Non-U.S. Person (as defined in Rule 4.7 under the Commodity Exchange Act (as such terms may be amended from time to time)), the Warrant is not being exercised within the United States or on behalf of a U.S. Person and no cash, securities or other property has been or will be delivered within the United States or to, or for the account or benefit of, a U.S. Person or any person in the United States in connection with any exercise thereof; and, where appropriate, undertake to provide such various forms of certification in respect of restrictions under the securities, commodities, tax and other laws of the United States of America as indicated and set out in the applicable Final Terms; and
 - (viii) authorise the production of such certification in any applicable administrative or legal proceedings,
- all as provided in the Agency Agreement.

3.3.2 Exercise Notice in respect of Definitive Registered Warrants

Subject as provided in Condition 3.3.7 of these General Terms and Conditions, Definitive Registered Warrants may only be exercised by the delivery in writing of an Exercise Notice in the form set out in the Agency Agreement (copies of which form may be obtained from the Registrar) to the Registrar with a copy to the Agent in accordance with the provisions set out in this Condition 3.

The Exercise Notice shall:

- (i) specify the relevant Issue of the Warrants and the number of Warrants being exercised and, if Units are specified in the applicable Final Terms, the number of Units being exercised;
- (ii) irrevocably instruct the Registrar to remove from the Register on or before the Settlement Date the Warrants being exercised;
- (iii) specify, in the case of Cash Settled Warrants, the details of the account to be credited with the Cash Settlement Amount (if any) for each Warrant or Unit, as the case may be, being exercised;
- (iv) specify, in the case of Physical Delivery Warrants, such details as are required by the applicable Final Terms for delivery of the Deliverable Asset(s) relating to the Physical Delivery Amount which may include account details and/or the name and address of any person(s) into whose name evidence of such Deliverable Asset(s) is to be registered and/or any bank, broker or agent to whom documents evidencing the Deliverable Asset(s) are to be delivered;
- (v) include an undertaking to pay all Expenses and any other amounts due from the Warrantholder to the Issuer under the Warrants being exercised (including, in the case of Physical Delivery Warrants, the Exercise Price divided, if applicable, by Parity) and an authority to the Registrar to

deduct an amount in respect thereof from any amount due to the relevant Warrantholder (including, for the avoidance of doubt, any Cash Settlement Amount);

- (vi) certify that the beneficial owner of each such Warrant being exercised is not a U.S. Person and is a person who is (1) located outside the United States, and who is (2) not a U.S. person (as defined in Regulation S) or a Non-U.S. Person (as defined in Rule 4.7 under the Commodity Exchange Act (as such terms may be amended from time to time)), the Warrant is not being exercised within the United States or on behalf of a U.S. Person and no cash, securities or other property has been or will be delivered within the United States or to, or for the account or benefit of, a U.S. Person or any person in the United States in connection with any exercise thereof; and, where appropriate, undertake to provide such various forms of certification in respect of restrictions under the securities, commodities, tax and other laws of the United States of America as indicated and set out in the applicable Final Terms; and
 - (vii) authorise the production of such certification in any applicable administrative or legal proceedings,
- all as provided in the Agency Agreement.

3.3.3 *Exercise Notice in respect of Uncertificated Warrants*

Subject as provided in Condition 3.3.7 of these General Terms and Conditions, Uncertificated Warrants may only be exercised by the delivery in writing of an Exercise Notice in the form set out in the Agency Agreement (copies of which form may be obtained from the Agent) to the Agent, and in accordance with the provisions set out in this Condition 3.

The Exercise Notice shall:

- (i) specify the relevant Issue of the Warrants and the number of Warrants being exercised and, if Units are specified in the applicable Final Terms, the number of Units being exercised;
- (ii) specify, in the case of Cash Settled Warrants, the details of the account to be credited with the Cash Settlement Amount (if any) for each Warrant or Unit, as the case may be, being exercised;
- (iii) specify, in the case of Physical Delivery Warrants, such details as are required by the applicable Final Terms for delivery of the Physical Delivery Amount which may include account details and/or the name and address of any person(s) into whose name evidence of the Physical Delivery Amount is to be registered and/or any bank, broker or agent to whom documents evidencing the Physical Delivery Amount are to be delivered;
- (iv) include an undertaking to pay all Expenses and any other amounts due from the Warrantholder to the Issuer under the Warrants being exercised (including, in the case of Physical Delivery Warrants, the Exercise Price divided, if applicable, by Parity) and an authority to the Registrar to deduct an amount in respect thereof from any amount due to the relevant Warrantholder (including, for the avoidance of doubt, any Cash Settlement Amount);
- (v) certify that the beneficial owner of each such Warrant being exercised is not a U.S. Person and is a person who is (1) located outside the United States, and who is (2) not a U.S. person (as defined in Regulation S) or a Non-U.S. Person (as defined in Rule 4.7 under the Commodity Exchange Act (as such terms may be amended from time to time)), the Warrant is not being exercised within the United States or on behalf of a U.S. Person and no cash, securities or other property has been or will be delivered within the United States or to, or for the account or benefit of, a U.S. Person or any person in the United States in connection with any exercise thereof; and, where appropriate, undertake to provide such various forms of certification in respect of restrictions under the

securities, commodities, tax and other laws of the United States of America as indicated and set out in the applicable Final Terms; and

(vi) authorise the production of such certification in any applicable administrative or legal proceedings,

all as provided in the Agency Agreement or in the EUI Agency Agreement as the case may be.

3.3.4 *Verification of the Warrantholder*

In the case of Global Warrants, upon receipt of an Exercise Notice, the relevant Clearing System shall verify that the person exercising the Warrants is the Warrantholder according to the books of such Clearing System. Subject thereto, the relevant Clearing System will confirm to the Agent the relevant Issue and the number of Warrants being exercised and, in the case of Cash Settled Warrants, the account details, if applicable, for the payment of the Cash Settlement Amount of each Warrant or Unit, as the case may be, being exercised and, in the case of Physical Delivery Warrants, such details as are required by the applicable Final Terms for delivery of the Physical Delivery Amount (if any). Upon receipt of such confirmation, the Agent will inform the Issuer thereof. The relevant Clearing System will on or before the Settlement Date debit the securities account of the relevant Warrantholder with the Warrants being exercised. If the Warrants are American Style Warrants, upon exercise of less than all the Warrants constituted by the Global Warrant, the Common Depositary will, on the instructions of, and on behalf of the Agent, note such exercise on the schedule to such Global Warrant and the number of Warrants so constituted shall be reduced by the cancellation to the extent of the Warrants so exercised.

In the case of Definitive Registered Warrants, upon receipt of an Exercise Notice, the Registrar shall verify that the person exercising the Warrants is the Warrantholder according to the Register. Subject thereto, the Registrar shall confirm to the Issuer and the Agent the relevant Issue and the number of Warrants being exercised and in respect of each Warrant being exercised, in the case of Cash Settled Warrants, the account details, if applicable, for the payment of the Cash Settlement Amount or, in the case of Physical Delivery Warrants, such details as are required by the applicable Final Terms for delivery of the Physical Delivery Amount (if any). The Registrar will on or before the Settlement Date remove from the Register the Warrants being exercised.

In the case of Uncertificated Warrants, upon receipt of an Exercise Notice, the Agent shall verify that the person exercising the Warrants is the Warrantholder according to the Record maintained by the Agent. Subject thereto, the Agent shall confirm to the Issuer the relevant Issue and the number of Warrants being exercised and, in the case of Cash Settled Warrants, the account details, if applicable, for the payment of the Cash Settlement Amount of each Warrant or Unit, as the case may be, being exercised and, in the case of Physical Delivery Warrants, such details as are required by the applicable Final Terms for delivery of the Physical Delivery Amount (if any). The Agent will on or before the Settlement Date remove from the Record the Warrants being exercised.

3.3.5 *Determinations*

Any determination as to whether an Exercise Notice is duly completed and in proper form shall be made by (i) in the case of Global Warrants, the relevant Clearing System, (ii) in the case of Definitive Registered Warrants, the Registrar or (iii) in the case of Uncertificated Warrants, by the relevant Agent, in each case other than in relation to EUI Warrants in consultation with the Agent and shall be conclusive and binding on the Issuer, the Agents and the relevant Warrantholder. Subject as set out below, any Exercise Notice so determined to be incomplete or not in proper form, or which is not copied to the Agent or the Issuer, as the case may be, immediately after being delivered or sent to the relevant Clearing System, Agent or Registrar, as applicable, shall be null and void. In the absence of negligence or wilful misconduct on its part, the Issuer shall not be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Warrantholder.

If such Exercise Notice is subsequently corrected to the satisfaction of the relevant Clearing System, Agent or Registrar, as applicable, in consultation with the Agent, it shall be deemed to be a new Exercise Notice submitted at the time such correction was delivered to the relevant Clearing System, Agent or Registrar, as the case may be.

If Automatic Exercise is not specified as applying in the applicable Final Terms, any Warrant with respect to which the Exercise Notice has not been duly completed and delivered in the manner set out above before the Expiration Date shall become void.

The relevant Clearing System, Agent or Registrar, as the case may be, shall use its best efforts promptly to notify the Warrantholder submitting an Exercise Notice if, in consultation with the Agent, it has determined that such Exercise Notice is incomplete or not in proper form. In the absence of negligence or wilful misconduct on its part, none of the Issuer, the Agents, the Registrar or the relevant Clearing System shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Warrantholder.

3.3.6 *Delivery of an Exercise Notice*

Delivery of an Exercise Notice shall constitute an irrevocable election by the relevant Warrantholder to exercise the Warrants specified. After the delivery of such Exercise Notice, such exercising Warrantholder may not transfer such Warrants.

3.3.7 *Automatic Exercise*

This Condition 3.3.7 only applies to Cash Settled Warrants where Automatic Exercise is specified as applying in the applicable Final Terms and where such Automatic Exercise has not been waived in accordance with Condition 3.3.8 of these General Terms and Conditions, in which case any non-waived Warrants will be automatically exercised as provided in Condition 3.2 of these General Terms and Conditions. Any Cash Settled Warrants for which Automatic Exercise has been validly waived pursuant to Condition 3.3.8 of these General Terms and Conditions shall be treated as void.

Automatic Exercise is conditional upon the Cash Settlement Amount being greater than zero.

Where Automatic Exercise applies in respect of Warrants represented by a Global Warrant and unless otherwise provided in the applicable Final Terms, the relevant Warrantholders will not be required to deliver an Exercise Notice or take any other action in order to receive the Cash Settlement Amount (if any) in respect of such Warrants and/or Units held by them and instead the Warrants shall be deemed to have been exercised automatically on their behalf in the manner described in Condition 3.2. The Cash Settlement Amount will be determined by or on behalf of the Issuer in accordance with the applicable Terms and Conditions and the Issuer shall transfer or cause to be transferred to each Clearing System through which such Warrants are held an amount equal to the aggregate of the relevant Cash Settlement Amount. The relevant Clearing System shall, subject to having received such aggregate Cash Settlement Amount on the Settlement Date, credit the relevant account of each Warrantholder of such Warrant(s) in its books with an amount equal to the aggregate Cash Settlement Amount relating to the Warrant(s) held by such Warrantholder and on or before the Settlement Date debit such account with the number of Warrants exercised and in respect of which such Cash Settlement Amount is being paid. The Issuer shall have no responsibility for the crediting by the relevant Clearing System of any such amounts to any such accounts.

Where Automatic Exercise applies in respect of Warrants which are Uncertificated Warrants and unless otherwise provided in the applicable Final Terms, the relevant Warrantholders will not be required to deliver an Exercise Notice or take any other action in order to receive the Cash Settlement Amount (if any) in respect of such Warrants and/or Units held by them and instead the Warrants shall be deemed to have been exercised automatically on their behalf in the manner described in Condition 3.2. The

Cash Settlement Amount will be determined by or on behalf of the Issuer in accordance with the applicable Terms and Conditions and, further to which, the Agent shall cause the Cash Settlement Amount (if any) to be paid to the relevant Warrantholder in accordance with Condition 4 of these General Terms and Conditions and shall instruct the Operator to debit on or prior to the Settlement Date the Warrantholder's account with the Warrants or Units to which the Exercise Notice relates.

Notwithstanding the foregoing and unless otherwise provided in the applicable Final Terms, in the case of Warrants which are Definitive Registered Warrants, in order to receive the relevant Cash Settlement Amount in respect of a Warrant or Unit, as the case may be, the relevant Warrantholder must deliver in writing a duly completed Exercise Notice together with the relevant Definitive Registered Warrant to the Registrar with a copy to the Agent, on any Business Day until not later than 10.00 a.m., Local time, on the day (the **Cut-off Date**) falling 180 days after (x) the Actual Exercise Date, in the case of American Style Warrants or (y) the Expiration Date, in the case of European Style Warrants. The Exercise Notice shall include the applicable information set out in the Exercise Notice referred to in Condition 3.3.2 of these General Terms and Conditions. The Business Day during the period from the Expiration Date or the Actual Exercise Date, as the case may be, until the Cut-off Date on which an Exercise Notice is delivered to the Registrar, and a copy thereof delivered to the Agent, is referred to in this Condition 3.3.7 as the **Exercise Notice Delivery Date**, provided that if the Exercise Notice is received by the Registrar or the copy thereof received by the Agent after 10.00 a.m., Local time, on any Business Day, such Exercise Notice shall be deemed to have been delivered on the next Business Day, which Business Day shall be deemed to be the Exercise Notice Delivery Date.

In the event that a Warrantholder does not, where applicable, so deliver an Exercise Notice prior to 10.00 a.m., Local Time, on the Cut-off Date, the Issuer's and Guarantor's obligations in respect of such Warrants shall be discharged and no further liability or obligation in respect thereof shall attach to the Issuer. For the avoidance of doubt, a Warrantholder shall not be entitled to any payment in respect of the period from the Actual Exercise Date to the Settlement Date.

3.3.8 *Waiver of Automatic Exercise*

In respect of Warrants listed on the Italian Stock Exchange (Borsa Italiana S.p.A.) and to which Automatic Exercise has been specified as being applicable in the applicable Final Terms, a Warrantholder may opt to waive Automatic Exercise in respect of any Warrants by delivering a Waiver Notice, such Waiver Notice to be received by the Paying Agent and Société Générale (to the address specified in the Waiver Notice) by no later than 10:00 a.m. CET on the Business Day immediately following the Exercise Date (the "**Waiver Cut-off Date**").

Waiver Notices may not be withdrawn after their receipt by the Paying Agent and Société Générale. Upon a Waiver Notice having been validly delivered to the Paying Agent and Société Générale, the Warrants to which it refers (i) will not later than the second Business Day following receipt of the Waiver Notice be delivered to, or to the direction of, the Issuer and cancelled without payment; (ii) the relevant Warrant(s) specified in the Waiver Notice shall become void without payment of any sum to the relevant Warrantholder; (iii) any reference to Automatic Exercise in the Terms and Conditions shall be construed accordingly; and (iv) the relevant Warrantholder will be deemed to have irrevocably waived all rights (including rights to payment and/or delivery) in respect of the relevant Warrant.

For the purposes of this Condition 3.3.8, "**Waiver Notice**" means the form of the Waiver Notice published on the website www.prodotti.societegenerale.it or such other location as is specified in the Final Terms.

3.3.9 *Exercise Risk*

Exercise of the Warrants is subject to all applicable laws, regulations and practices in force on the relevant date on which such exercise takes place and neither the Issuer nor the Agent shall incur any

liability whatsoever if it is unable to effect the transactions contemplated as a result of any such laws, regulations or practices. None of the Issuer or the Agents shall under any circumstances be liable for any acts or defaults of the relevant Clearing System in relation to the performance of its duties in relation to the Warrants.

3.4 Agent's duties

Subject to the Warrants validly exercised in the manner set out above, the applicable Agent shall, on or before the Settlement Date, comply with the instructions given to it in the relevant Exercise Notice.

4. PAYMENTS AND DELIVERIES

4.1 Method of payment and delivery

Subject as provided below and, in the case of Registered Warrants or Uncertificated Warrants, subject also as provided in the applicable Final Terms:

- (1) payments in a Settlement Currency (other than euro) will be made by credit or transfer to an account in the relevant Settlement Currency maintained by the payee with, or, at the option of the payee, except in the case of Registered Warrants, by a cheque in such Settlement Currency drawn on, a bank in the principal financial centre(s) of the country of such Settlement Currency (which if the Settlement Currency is Australian dollars, shall be Sydney and, if the Settlement Currency is Canadian dollars, shall be Montreal);
- (2) payments in euro will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee;
- (3) in the case of any Warrant which is a Physical Delivery Warrant, transfer of the Deliverable Asset(s) in respect of any Physical Delivery Amount will be effected (a) by the Delivery to, or to the order of, the Warrantholder of the relevant Deliverable Asset(s), (b) to, or to the order of, the Warrantholder at the risk of the relevant Warrantholder in such manner as may be specified in the transfer notice (the **Transfer Notice**, the form of which is annexed to the Agency Agreement) and subject to compliance with applicable securities laws other than in the case of Physical Delivery Warrants, if the applicable Final Terms specify that "*Issuer's option to vary method of settlement*" is "Yes" (pursuant to the provisions of Condition 4.13 of these General Terms and Conditions) or where a Settlement Disruption Event (pursuant to the provisions of Condition 16 of these General Terms and Conditions) has occurred.

Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 6 of these General Terms and Conditions and (ii) any withholding or deduction required pursuant to (a) Section 871(m) of the U.S. Internal Revenue Code of 1986 (the **Code**), (b) an agreement described in Section 1471(b) of the Code or (c) otherwise imposed pursuant to Section 871(m) or Sections 1471 through 1474, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 6 of these General Terms and Conditions) any law implementing an intergovernmental agreement with respect thereto.

In these General Terms and Conditions:

Deliver means, in respect of any Deliverable Asset, to deliver, novate, transfer (including, where the applicable Deliverable Asset is a guarantee, transfer the benefit of the guarantee), assign or sell, as appropriate, in a manner customary for the settlement of the applicable Deliverable Asset (which shall include executing all necessary documentation and taking any other necessary actions), in order to convey all right, title and interest in the Deliverable Asset free and clear of any and all liens, charges,

claims or encumbrances (including, without limitation, any counterclaim, defence (other than an Exempt Counterclaim or Defence) or right of set off by or of the obligor with respect to the Deliverable Asset); provided that where the Deliverable Asset is a Loan Participation, **Deliver** means to create (or procure the creation) of a participation in favour of the Warrantholder and, where the Deliverable Asset is a guarantee, **Deliver** means to Deliver both the guarantee and the underlying obligation to which such guarantee relates. **Delivery** and **Delivered** will be construed accordingly. In the case of a loan (being any obligation that is documented by a term loan agreement, revolving loan agreement or other similar credit agreement), Delivery shall be effected using documentation substantially in the form of the documentation customarily used in the relevant market for Delivery of such loan at that time;

Exempt Counterclaim or Defence means, in respect of any Deliverable Asset, any defence based upon (a) any lack or alleged lack of authority or capacity of the relevant obligor with respect to the Deliverable Asset to enter into the Deliverable Asset or, where the Deliverable Asset is a guarantee, the obligor in respect of the guarantee and/or the obligor in respect of the underlying obligation to which such guarantee relates, (b) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Deliverable Asset or, where the Deliverable Asset is a guarantee, the guarantee and/or the underlying obligation to which such guarantee relates, however described, (c) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described, or (d) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, however described; and

Loan Participation means a loan in respect of which, pursuant to a participation agreement, the relevant Issuer is capable of creating, or procuring the creation of, a contractual right in favour of the relevant Warrantholder that provides the Warrantholder with recourse to the participation seller for a specified share in any payments due under the relevant loan which are received by such participation seller, any such agreement to be entered into between the Warrantholder and the Issuer (to the extent the Issuer is then a lender or a member of the relevant lending syndicate).

4.2 Payments and deliveries in respect of Clearing System Global Warrants

Payments and deliveries in respect of Warrants represented by any Clearing System Global Warrant will (subject as provided below) be made in the manner specified in the relevant Clearing System Global Warrant against presentation or surrender, as the case may be, of such Clearing System Global Warrant at the specified office of any Paying Agent outside the United States. A record will be made of each payment or delivery made, either on such Clearing System Global Warrant by the relevant Paying Agent or in the records of Euroclear, Clearstream, Luxembourg and Iberclear (as applicable), which such clearing systems shall also record each related payment to holders of interests in the relevant Clearing System Global Warrant.

4.3 Payments in respect of Registered Warrants

Payments in respect of each Registered Warrant (whether or not in global form) will be made against presentation and surrender (or, in the case of part payment or delivery of any sum due, endorsement) of the Registered Warrant at the specified office of the Registrar or any of the Paying Agents. Such payments will be made by transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Registered Warrant appearing in the register of holders of the Registered Warrants maintained by the Registrar (the **Register**) (i) where in global form, at the close of the business day (being for this purpose a day on which the relevant clearing system in which the Warrants are held is open for business) before the relevant due date (the **Record Date**), and (ii) where in definitive form, at the close of business on the third business day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) before the relevant due date. Notwithstanding the previous sentence, if (i) a holder does not have a

Designated Account or (ii) the Cash Settlement Amount of the Warrants held by a holder is less than U.S.\$250,000 (or its approximate equivalent in any other Settlement Currency), payment will instead be made by a cheque in the Settlement Currency drawn on a Designated Bank (as defined below). For these purposes, **Designated Account** means the account maintained by a holder with a Designated Bank and identified as such in the Register and **Designated Bank** means (in the case of payment in a Settlement Currency other than euro) a bank in the principal financial centre of the country of such Settlement Currency (which, if the Settlement Currency is Australian dollars, shall be Sydney and, if the Settlement Currency is Canadian dollars, shall be Montreal) and (in the case of a payment in euro) any bank which processes payments in euro.

Holders of Registered Warrants will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any Registered Warrant as a result of a cheque posted in accordance with this Condition 4.3 arriving after the due date for payment or being lost in the post. No commissions or expenses shall be charged to such holders by the Registrar in respect of any payments in respect of the Registered Warrants.

None of the Issuer, the Guarantor (if applicable) or the Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Registered Global Warrants or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

4.4 Payments in respect of Uncertificated Nordic Warrants and Uncertificated Italian Warrants

Payments in respect of Uncertificated Nordic Warrants and Uncertificated Italian Warrants will be made to the persons registered as Warrantholders in the register maintained by the relevant central securities depository and clearing institution on the fifth Payment Business Day (or otherwise in accordance with the rules and procedures applied from time to time by Euroclear Sweden, Verdipapirsentralen ASA, Euroclear Finland or Monte Titoli, as the case may be, from time to time) prior to the due date for such payment. If the date for payment of any amount in respect of Uncertificated Nordic Warrants or Uncertificated Italian Warrants, as the case may be, is not a Payment Business Day, the Warrantholder shall not be entitled to payment until the next following Payment Business Day and shall not be entitled to any interest or other payment in respect of such delay. For the purposes of this Condition 4.4, Payment Business Day shall mean any day on which commercial banks are open for general business in Stockholm (in the case of Uncertificated Swedish Warrants), Oslo (in the case of Uncertificated Norwegian Warrants) Helsinki (in the case of Uncertificated Finnish Warrants) or Milan (in the case of Uncertificated Italian Warrants).

In the event of late payment with respect to any Uncertificated Nordic Warrant or Uncertificated Italian Warrant, as the case may be, interest will be payable on the overdue amount from the due date up to and including the date on which payment is made at an interest rate corresponding to, in the case of Uncertificated Swedish Warrants, STIBOR (as defined below) plus one percentage point or, in the case of Uncertificated Finnish Warrants, EURIBOR (as defined below) plus one percentage point or, in the case of Uncertificated Norwegian Warrants, NIBOR (as defined below) plus one percentage point or, in the case of Uncertificated Italian Warrants, EURIBOR (as defined below) plus one percentage point. No capitalisation of interest will be made.

STIBOR means the average of the interest rates quoted at approximately 11 a.m. on the first day (such day being a day on which commercial banks are open for general business in Stockholm) after the day on which the relevant payment was due on Reuter's page "SIDE" (or such other system or other page as shall replace Reuter's page "SIDE") in respect of a loan with a designated interest period of one week. If it is not possible to determine STIBOR in accordance with the foregoing sentence for a period of more than 7 calendar days and such rate is in the opinion of the Calculation Agent, reasonably expected to be discontinued (such rate then being the **Discontinued Rate** for the purposes hereof) then the Calculation Agent shall determine STIBOR by selecting a successor rate for such Discontinued Rate

which offers similar economic characteristics to the Discontinued Rate or, if the Calculation Agent determines that no such successor rate exists, on the basis of the cost that Société Générale would charge or be charged to borrow cash in SEK overnight.

NIBOR means the average of the interest rates for deposits in Norwegian Kroner with maturities one week published by the NIBOR panel banks at about 12.00 noon (Oslo time) (or at 10 a.m. on days with shorter market opening hours) on days on which commercial banks are open for general business in Oslo, appearing on the Thomson Reuters screen-based information system and other information systems specified by Finance Norway. The average rate is calculated by the party appointed by Finance Norway to act as calculation agent. If it is not possible to determine NIBOR in accordance with the foregoing sentence for a period of more than 7 calendar days and such rate is in the opinion of the Calculation Agent, reasonably expected to be discontinued (such rate then being the **Discontinued Rate** for the purposes hereof) then the Calculation Agent shall determine NIBOR by selecting a successor rate for such Discontinued Rate which offers similar economic characteristics to the Discontinued Rate or, if the Calculation Agent determines that no such successor rate exists, on the basis of the cost that Société Générale would charge or be charged to borrow cash in NOK overnight.

EURIBOR means the rate for deposits in EUR which is defined under, and shall be determined by the Calculation Agent in accordance with, the Floating Rate Option "EUR-EURIBOR-Reuters" in the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. (the **2006 ISDA Definitions**) for a period (Designated Maturity) of sixth months with a reset date being the first day of the relevant calculation period. Notwithstanding the second sentence of the definition of "EUR-EURIBOR-Reuters" in the 2006 ISDA Definitions, if it is not possible to determine EURIBOR in accordance with the foregoing sentence for a period of more than 7 calendar days and such rate is in the opinion of the Calculation Agent, reasonably expected to be discontinued (such rate then being the **Discontinued Rate** for the purposes hereof) then the Calculation Agent shall determine EURIBOR by selecting a successor rate for such Discontinued Rate which offers similar economic characteristics to the Discontinued Rate or, if the Calculation Agent determines that no such successor rate exists, on the basis of the cost that Société Générale would charge or be charged to borrow cash in EUR overnight.

An additional Paying Agent will be appointed and identified in the applicable Final Terms with respect to any Uncertificated Nordic Warrants and such additional Paying Agent shall have the characteristics described in Condition 4.5 of these General Terms and Conditions.

4.5 General provisions applicable to payments and deliveries

The holder of a Global Warrant shall be the only person entitled to receive payments and deliveries in respect of Warrants represented by such Global Warrant and the payment and delivery obligations of the Issuer or, as the case may be, the Guarantor will be discharged by payment to, or to the order of, the holder of such Global Warrant in respect of each amount so paid. Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg or Iberclear as the beneficial holder of a particular number of Warrants represented by a Global Warrant must look solely to Euroclear, Clearstream, Luxembourg or Iberclear, as the case may be, for his share of each payment and/or delivery so made by the Issuer or, as the case may be, the Guarantor to, or to the order of, the holder of such Global Warrant (unless otherwise specified in the Final Terms in relation to a physical delivery). No person other than the holder of such Global Warrant shall have any claim against the Issuer or, as the case may be, the Guarantor in respect of any payments or deliveries due on that Global Warrant.

Notwithstanding the foregoing, U.S. dollar payments in respect of Clearing System Global Warrants (if any) will be made at the specified office of a Paying Agent in the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia and its possessions)) if:

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

4.6 Payments and deliveries subject to tax and other laws

All payments and deliveries are subject in all cases to any applicable law, regulation and directives in any jurisdiction (whether by operation of law or agreement of the relevant Issuer or its Agents) and the relevant Issuer will not be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations, directives or agreements, but without prejudice to the provisions of Condition 6 of these General Terms and Conditions.

No commission or expense shall be charged to the Warrantholders in respect of such payments but, for the avoidance of doubt, without prejudice to the option of the Calculation Agent to apply the provisions provided for in the section called "Hedging Disruption, Increased Cost of Hedging and Insolvency Filing", in each relevant Additional Terms and Conditions.

4.7 Payment Business Day

If the date for payment of any amount in respect of any Warrant, is not a Payment Business Day, the holder thereof shall instead be entitled to payment:

(i) on the next following Payment Business Day in the relevant place, if "Following Payment Business Day" is specified in the applicable Final Terms; or

(ii) on the next following Payment Business Day in the relevant place, unless the date for payment would thereby fall into the next calendar month, in which event such date for payment shall be brought forward to the immediately preceding Payment Business Day in the relevant place, if "Modified Following Payment Business Day" is specified in the applicable Final Terms;

provided that, if neither "Following Payment Business Day" nor "Modified Following Payment Business Day" is specified in the applicable Final Terms, "Following Payment Business Day" shall be deemed to apply. In the event that any adjustment is made to the date for payment in accordance with this Condition 4.7, the relevant amount due in respect of any Warrant, shall not be affected by any such adjustment, unless otherwise specified in the applicable Final Terms.

For the purposes of these General Terms and Conditions, except as specified in Condition 4.4 of these General Terms and Conditions:

Payment Business Day means any day which is:

- (1) subject to the provisions of the Agency Agreement, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:

- (A) in the case of Warrants in definitive form only, the relevant place of presentation or, in respect of Uncertificated Warrants, the place of registration; and
 - (B) each financial centre(s) (the **Financial Centre(s)**) specified in the applicable Final Terms; and
- (2) either (A) in relation to any sum payable in a Settlement Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Settlement Currency (which if the Settlement Currency is Australian dollars, shall be Sydney and, if the Settlement Currency is Canadian dollars, shall be Montreal or (B) in relation to any sum payable in euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET 2) System (the **TARGET2 System**) is open (a **TARGET 2 Settlement Day**); and
- (3) a TARGET 2 Settlement Day if "TARGET 2" is specified as a Financial Centre in the applicable Final Terms.

4.8 Payments on EUI Warrants

The Issuer shall pay or cause to be paid any amount due to an EUI Warrantholder under an EUI Warrant to such EUI Warrantholder's cash account with the Operator for value on the relevant payment date, such payment to be made in accordance with the rules of the Operator. The Issuer's obligations in relation to such amounts in respect of the EUI Warrants will be discharged by payment to, or to the order of, the Operator. Each of the persons shown in the Operator register of corporate securities as the holder of a particular number of EUI Warrants must look solely to the Operator for his share of each such payment so made by the Issuer to, or to the order of, the Operator.

4.9 Warrants not to be exercised by U.S. Persons

No payments may be made to accounts located in the United States or, in the case of Physical Delivery Warrants, no certificates, instruments or underlying assets may be mailed or sent to addresses in the United States. The Warrants may not be exercised by any U.S. Person or any person in the United States or for the account or benefit of a U.S. Person or any person in the United States.

4.10 Currency unavailability

This Condition 4.10 shall apply when payment is due to be made in respect of any Warrant in the Settlement Currency and the Settlement Currency is not available to the Issuer or the Guarantor (as applicable) due to the imposition of exchange controls, the Settlement Currency's replacement or disuse or other circumstances beyond the control of the Issuer or the Guarantor (as applicable) (**Currency Unavailability**). In the event of Currency Unavailability, the Issuer or the Guarantor (as applicable) will be entitled to satisfy its obligations to the holder of such Warrant by making payment in euro or U.S. dollars on the basis of the spot exchange rate at which the Settlement Currency is offered in exchange for euro or U.S. dollars (as applicable) in an appropriate inter-bank market at noon, Paris time, four Business Days prior to the date on which payment is due or, if such spot exchange rate is not available on that date, as of the most recent prior practicable date. Any payment made in euro or U.S. dollars (as applicable) in accordance with this Condition 4.10 will not constitute an Event of Default.

This Condition 4.10 shall not apply to Preference Share Linked Warrants or Warrant Linked Warrants.

Particular provisions relating to Physical Delivery Warrants

4.11 Physical Delivery Warrants

When the applicable Final Terms specify that "*Physical Delivery Warrant Provisions*" is applicable, Conditions 4.12 to 4.15 of these General Terms and Conditions apply. In particular, the applicable Final Terms will specify the Deliverable Asset(s), the Physical Delivery Amount, provisions governing transfer of Deliverable Asset(s) or, if specified in the applicable Final Terms, that payment of a cash sum will apply in place of physical delivery, the Issuer's option to vary method of settlement (if applicable) and the method of transfer of Deliverable Asset(s) in respect of Physical Delivery Amount.

The Deliverable Assets to be delivered in respect of Physical Delivery Warrants will:

- (1) if "*Market Value*" is specified in the Final Terms as being applicable in respect of the Deliverable Assets, have an aggregate market value, based on the closing price of the applicable Deliverable Assets on the Expiration Date, Event-linked Early Expiration Date, Optional Early Expiration Date or cancellation date, as the case may be and as determined by the Calculation Agent, equivalent to the Physical Delivery Amount (as determined for the purposes of Condition 5.1.2 of these General Terms and Conditions or following any early expiration or cancellation, as the case may be) relating to the Warrants;
- (2) if "*Nominal Amount*" is specified in the Final Terms as being applicable in respect of the Deliverable Assets, have an aggregate nominal amount equivalent to the Physical Delivery Amount (as determined for the purposes of Condition 5.1.2 of these General Terms and Conditions or following any early expiration or cancellation, as the case may be) relating to the Warrants; and
- (3) if "*Other*" is specified in the Final Terms as being applicable in respect of the Deliverable Assets, be in an amount as determined in the manner set out in the Final Terms.

For the purpose of these General Terms and Conditions:

Deliverable Asset(s) means the deliverable asset(s) which may be either (i) the Underlying(s) of the Warrants specified under the paragraph "*Underlying(s)*" in the applicable Final Terms or (ii) if different from the Underlying(s) of the Warrants, the share(s) and/or the depositary receipt(s) and/or exchange traded fund(s) and/or exchange traded products and/or bonds and/or preference shares and/or warrants and/or other assets specified under the paragraph "*Deliverable Asset(s)*" in the applicable Final Terms or (iii) in the case of Credit Linked Warrants where the Settlement Method is Physical Settlement, the Specified Deliverable Obligation(s) subject to the provisions of the Additional Terms and Conditions for Credit Linked Warrants.

Physical Delivery Amount means an amount determined in accordance with the applicable provisions of Condition 5 of these General Terms and Conditions.

4.12 Method of transfer of Deliverable Asset(s) in respect of Physical Delivery Amount

When the settlement of a Physical Delivery Warrant is by way of physical delivery, the delivery of any Physical Delivery Amount or Early Termination Physical Delivery Amount, as the case may be, in respect of Physical Delivery Warrants (including, without limitation, liability for the costs of transfer of Deliverable Asset(s)) will be made through Clearstream, Luxembourg or Euroclear or other relevant clearance institution (a **Clearing System**).

The Deliverable Asset(s) will be delivered at the risk of the relevant Warrantholder in such manner as may be specified in the transfer notice pursuant to which such Deliverable Assets are delivered (the **Transfer Notice**), the form of which is annexed to the Agency Agreement) and, notwithstanding Condition 1 of these General Terms and Conditions, no additional payment or delivery will be due to a Warrantholder where any Deliverable Asset(s) is/are delivered after their due date in circumstances

beyond the control of either the relevant Issuer or the Settlement Agent. The Transfer Notice will be delivered using the transfer procedures currently utilised by the relevant Clearing System.

A Warrantholder's entitlement to any Physical Delivery Amount or Early Termination Physical Delivery Amount, as the case may be, will be evidenced:

- (i) by the Warrantholder's account balance appearing on the records of the relevant Clearing System;
- (ii) in the case of Credit Linked Warrants, by the account balances appearing in the records of the relevant Clearing System or, if necessary, the number of Warrants held by each Warrantholder as notified to the Fiscal Agent by the relevant Clearing System; and
- (iii) in the case of Definitive Registered Warrants, by the entries maintained at the relevant time on the Register maintained by the Registrar.

When Warrants are held in a Clearing System, to the extent that a beneficial holder of the Warrants holds such Warrants through a custodian, the Issuer may in its discretion (and subject to obtaining such proof, evidence and/or indemnity arrangements as it deems appropriate) take account of such custodial arrangements when determining where to deliver Deliverable Asset(s) which form the Physical Delivery Amount.

Any delivery of Deliverable Assets will only be made in accordance with Condition 4.6 of these General Terms and Conditions.

4.13 Issuer's option to vary method of settlement

When the applicable Final Terms specify that "*Issuer's option to vary method of settlement*" is applicable, the Issuer may, in its sole and absolute discretion, elect to pay or cause to be paid Warrantholders the Cash Settlement Amount on the Settlement Date in lieu of its obligation to deliver or procure delivery of the Physical Delivery Amount. Notification of any such election will be given to Warrantholders in accordance with Condition 13 of these General Terms and Conditions. In such case no payment in respect of the Exercise Price will be due by the Warrantholder.

4.14 Fractional Entitlement

If the Physical Delivery Amount or Early Termination Physical Delivery Amount, as the case may be, comprises less than a whole number of securities at the relevant time, then (i) the Issuer shall not deliver and the relevant Warrantholder shall not be entitled to receive in respect of its Warrants that fraction of a security (the **Fractional Entitlement**) and (ii) the Issuer shall pay to the relevant Warrantholder a cash amount equal to the value of such Fractional Entitlement (as determined by or on behalf of the Issuer).

5. SETTLEMENT

5.1 Settlement Date

This Condition 5.1 is subject to the provisions of Condition 5.13 of these General Terms and Conditions in respect of Open-ended Warrants.

5.1.1 Cash Settled Warrants

Unless previously exercised or cancelled in accordance with the Terms and Conditions, each Cash Settled Warrant entitles the Warrantholder (upon delivering a valid Exercise Notice in the proper form where Automatic Exercise in accordance with Condition 3.3.7 of these General Terms and Conditions

does not apply) to receive from the Issuer on the Settlement Date an amount (the **Cash Settlement Amount**) in the Settlement Currency equal to the excess (if any, converted if necessary on the basis of the Conversion Rate or failing which the Substitute Conversion Rate) of:

- (1) in the case of **Call Warrants**, the Final Settlement Price over the Exercise Price; or
- (2) in the case of **Put Warrants**, the Exercise Price over the Final Settlement Price; and

then divided (if applicable) by the Parity,

where,

Conversion Rate means the rate of conversion between the Settlement Currency and the currency in which the Cash Settlement Amount is denominated, as specified in the applicable Final Terms.

Exercise Price shall have the meaning given to it in the Final Terms, subject to amendment from time to time in accordance with the Terms and Conditions.

Final Settlement Price means:

- (1) if the Additional Terms and Conditions relating to Formulae or the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants is specified as being applicable in the Final Terms, Final Settlement Price shall have the meaning given to it in the Additional Terms and Conditions relating to Formulae or the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants corresponding to the Reference of the Product specified in the applicable Final Terms, as the case may be; or
- (2) otherwise, as specified in the Final Terms,

in each case subject to adjustment in accordance with Condition 5.12 of these General Terms and Conditions.

Parity shall have the meaning given to it in the Final Terms.

Settlement Currency means the currency specified in the Final Terms as applying to the Warrants.

Settlement Date means up to six Business Days following the Exercise Date or such other date as is specified in the applicable Final Terms.

Substitute Conversion Rate means the arithmetic mean, rounded if necessary to the nearest 0.0001 (0.00005 and above being rounded upwards), as determined by the Calculation Agent of the relevant currency spot offered exchange rate quotations in respect of the underlying exchange rate(s) of the Conversion Rate, about two hours after the time at which the underlying exchange rate(s) of the Conversion Rate would ordinarily have been announced, by three first ranking banks of the United Kingdom or the European Economic and Monetary Union (except Société Générale) selected by the Calculation Agent, or any other rate as specified in the applicable Final Terms.

5.1.2 Physical Delivery Warrants

Unless previously exercised or cancelled in accordance with the Terms and Conditions, each Physical Delivery Warrant entitles the Warrantholder (upon delivering a valid Exercise Notice in the proper form) to receive from the Issuer on the Settlement Date the transfer of Deliverable Assets the amount of which will be determined by reference to the Physical Delivery Amount (as further set out in, and subject to adjustment in accordance with, Conditions 4.12 to 4.15 and any other applicable Terms and Conditions), subject to payment of the Exercise Price divided, if applicable, by the Parity where,

Delivery Period means 20 Clearing System Days immediately following the Scheduled Settlement Date.

Exercise Price shall have the meaning given to it in the Final Terms, subject to amendment from time to time in accordance with the Terms and Conditions.

Final Settlement Price means:

- (1) if the Additional Terms and Conditions relating to Formulae or the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants is specified as being applicable in the Final Terms, Final Settlement Price shall have the meaning given to it in the Additional Terms and Conditions relating to Formulae or the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants corresponding to the Reference of the Product specified in the applicable Final Terms, as the case may be; or
- (2) otherwise, as specified in the Final Terms,

in each case subject to adjustment in accordance with Condition 5.12 of the General Terms and Conditions.

Parity shall have the meaning given to it in the Final Terms.

Physical Delivery Amount means an amount in the Settlement Currency equal to the Final Settlement Price divided (if applicable) by the Parity.

Scheduled Settlement Date means up to six Business Days following the Exercise Date or such other date as is specified in the applicable Final Terms.

Settlement Currency means the currency specified in the Final Terms as applying to the Warrants.

Settlement Date means the first day during the Delivery Period when the Issuer is able to deliver the Deliverable Assets to the Warrantholder or such other date as is specified in the applicable Final Terms.

5.2 Cancellation for regulatory reasons

Any Issue of Warrants may be cancelled at the option of the Issuer if a Regulatory Event occurs pursuant to this Condition.

Regulatory Event means, following the occurrence of a Change in Law with respect to the Issuer and/or Société Générale as Guarantor or in any other capacity (including without limitation as hedging counterparty of the Issuer, market maker of the Warrants or direct or indirect shareholder or sponsor of the Issuer) or any of its affiliates involved in the issue of the Warrants (hereafter the **Relevant Affiliates** and each of the Issuer, Société Générale and the Relevant Affiliates, a **Relevant Entity**) that, after the Issue Date of the Warrants, (i) any Relevant Entity would incur a materially increased (as compared with circumstances existing prior to such event) amount of tax, duty, liability, penalty, expense, fee, cost or regulatory capital charge however defined or collateral requirements for performing its obligations under the Warrants or hedging the Issuer's obligations under the Warrants, including, without limitations, due to clearing requirements of, or the absence of, clearing of the transactions entered into in connection with the issue of, or hedging the Issuer's obligations under, the Warrants, (ii) (x) it is or will become for any Relevant Entity impracticable, impossible (in each case, after using commercially reasonable efforts), unlawful, illegal or otherwise prohibited or contrary, in whole or in part, under any law, regulation, rule, judgment, order or directive of any governmental, administrative or judicial authority, or power, applicable to such Relevant Entity or (y) it would be required from the Relevant Entity to obtain any licence, authorization, approval, permit, registration from any governmental inter-governmental, supranational authority, agency, instrumentality, ministry or department thereof that it does not hold as

of the Issue Date or to modify its by-laws to comply with the new requirements (a) to hold, acquire, issue, reissue, substitute, maintain, settle, or as the case may be, guarantee, the Warrants, (b) to acquire, hold, sponsor or dispose of any asset(s) (or any interests thereof) of any other transaction(s) such Relevant Entity may use in connection with the issue of the Warrants or to hedge the Issuer's obligations under the Warrants, (c) to perform obligations in connection with, the Warrants or any contractual arrangement entered into between the Issuer and Société Générale or any Relevant Affiliate (including without limitation to hedge the Issuer's obligations under the Warrants) or (d) to hold, acquire, maintain, increase, substitute or redeem all or a substantial part of its direct or indirect shareholding in the Issuer's capital or the capital of any Relevant Affiliate or to directly or indirectly sponsor the Issuer or any Relevant Affiliate, or (iii) there is or may be a material adverse effect on a Relevant Entity in connection with the issue of the Warrants,

either

- (1) the Warrants will be cancelled at the option of the Issuer or, as the case may be, the Guarantor, in whole, but not in part, at any time on giving not less than 30 nor more than 45 days' notice to the Fiscal Agent and, in accordance with Condition 13, the Warrantholders (which notice shall be irrevocable), at an Early Termination Settlement Amount determined in accordance with Condition 5.9, or, in the case of Physical Delivery Warrants and subject to payment of the Exercise Price divided, if applicable, by the Parity, delivery of the Early Termination Physical Delivery Amount referred to in Condition 5.9 and Conditions in Deliverable Asset(s) of a type specified in the applicable Final Terms and in an amount determined in accordance with the election made in the applicable Final Terms pursuant to Condition 4.11, or
- (2) the Condition 5.14 of the General Terms and Conditions will apply,

unless the applicable Final Terms specify that Early Termination Settlement amount will not apply, which means that only Monetisation until the Expiration Date as per Condition 5.14 will apply, except for Preference Share Linked Warrants and Warrants Linked Warrants.

Change in Law means (i) the adoption, enactment, promulgation, execution or ratification of any applicable new law, regulation or rule (including, without limitation, any applicable tax law, regulation or rule) after the Issue Date of the Warrants, (ii) the implementation or application of any applicable law, regulation or rule (including, without limitation, any applicable tax law, regulation or rule) already in force on the Issue Date of the Warrants but in respect of which the manner of its implementation or application was not known or unclear at the Issue Date, or (iii) the change of any applicable law, regulation or rule existing at the Issue Date of the Warrants, or the change in the interpretation or application or practice relating thereto, existing on the Issue Date of the Warrants of any applicable law, regulation or rule, by any competent court, tribunal, regulatory authority or any other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any additional or alternative court, tribunal, authority or entity, to that existing on the Issue Date).

Upon cancellation of the Warrants pursuant to this Condition 5.2, each Warrantholder will be entitled to receive, in the case of Cash Settled Warrants, payment of an amount equal to the Early Termination Settlement Amount referred to in Condition 5.9 of the General Terms and Conditions or, in the case of Physical Delivery Warrants and subject to payment of the Exercise Price divided, if applicable, by the Parity, delivery of the Early Termination Physical Delivery Amount referred to in Condition 5.9 of these General Terms and Conditions in Deliverable Asset(s) of a type specified in the applicable Final Terms and in an amount determined in accordance with the election made in the applicable Final Terms pursuant to Condition 4.11 of these General Terms and Conditions.

5.3 Cancellation for tax reasons and special tax cancellation

Notwithstanding the following provisions, if the applicable Final Terms specify that Early Expiration will not apply for the purpose of Condition 5.3, the provisions of Condition 6.2 of these General Terms and Conditions shall not apply.

5.3.1 Cancellation for tax reasons

Unless the applicable Final Terms specify that Condition 5.3.1 "Cancellation for tax reasons" is not applicable, if, on giving not less than 30 nor more than 45 days' notice to the Fiscal Agent, and, in accordance with Condition 13, to the Warrantholders:

- (1) immediately prior to the giving of such notice, the Issuer or the Guarantor has or will become obliged to pay or deliver additional amounts as provided or referred to in Condition 6 of these General Terms and Conditions as a result of any change in, or amendment to, the laws or regulations of a Tax Jurisdiction (as defined in Condition 6 of these General Terms and Conditions) or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date of the first Tranche of the Warrants; and
- (2) such obligation cannot be avoided by the Issuer or, as the case may be, the Guarantor taking reasonable measures available to it,

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

- (1) the Warrants will be cancelled in whole, but not in part, at any time at their Early Termination Settlement Amount determined in accordance with Condition 5.9, or, in the case of Physical Delivery Warrants and subject to payment of the Exercise Price divided, if applicable, by the Parity, delivery of the Early Termination Physical Delivery Amount referred to in Condition 5.9 and Conditions in Deliverable Asset(s) of a type specified in the applicable Final Terms and in an amount determined in accordance with the election made in the applicable Final Terms pursuant to Condition 4.11, or
- (2) the Condition 5.14 Monetisation until the Expiration Date will apply, except for Preference Share Linked Warrants and Warrants Linked Warrants,

unless the applicable Final Terms specify that Early Termination will not apply, which means that only Monetisation until Expiration Date as per Condition 5.14 will apply.

5.3.2 Special tax cancellation

Unless the applicable Final Terms specify that Condition 5.3.2 "Special tax cancellation" is not applicable, if the Issuer or, as the case may be, the Guarantor would, on the occasion of the next payment or delivery in respect of the Warrants, be prevented by the law of a Tax Jurisdiction (as defined in Condition 6 of these General Terms and Conditions) from causing payment or delivery, as the case may be, to be made to the Warrantholders of the full amount then due and payable or deliverable, as the case may be, then notwithstanding the undertaking to pay additional amounts contained in Condition 6.1 of these General Terms and Conditions, the Issuer or the Guarantor, as the case may be, shall forthwith give notice of such fact to the Fiscal Agent and the Issuer or the Guarantor, as the case may be, shall, upon giving not less than seven nor more than 45 days' prior notice to the Warrantholders in accordance with Condition 13 of these General Terms and Conditions,

either:

- (a) cancel all, but not some only, of the Warrants at their Early Termination Settlement Amount determined in accordance with Condition 5.9, or, in the case of Physical Delivery Warrants and subject to payment of the Exercise Price divided, if applicable, by the Parity, delivery of the Early Termination Physical Delivery Amount referred to in Condition 5.9 and Conditions in Deliverable Asset(s) of a type specified in the applicable Final Terms and in an amount determined in accordance with the election made in the applicable Final Terms pursuant to Condition 4.11, or

provided that if such notice would expire after such date, the date for cancellation pursuant to such notice to Warrantholders shall be the later of:

- (1) the latest practicable date on which the Issuer or the Guarantor, as the case may be, could make payment of, or deliver, as the case may be, the full amount then due and payable or deliverable, as the case may be, in respect of the Warrants; and
 - (2) 14 days after giving notice to the Fiscal Agent as aforesaid.
- (b) the Condition 5.14 Monetisation until the Expiration Date will apply, except for Preference Share Linked Warrants and Warrants Linked Warrants,

unless the applicable Final Terms specify that Early Expiration will not apply, which means that only Monetisation until the Expiration Date as per Condition 5.14 will apply.

5.4 [Reserved]

5.5 Early Expiration prior to the Expiration Date

Warrants are not capable of being exercised except in accordance with Condition 3 of these General Terms and Conditions provided that if the applicable Final Terms indicate that such Warrant (i) may be subject to early expiration at the option of the Issuer (in accordance with the provisions of Condition 5.6 of these General Terms and Conditions) and/or the Warrantholder (in accordance with the provisions of Condition 5.7 of these General Terms and Conditions), (ii) may be subject to trigger early settlement at the option of the Issuer (in accordance with the provisions of Condition 5.8 of these General Terms and Conditions) or (iii) may expire early (in accordance with the provisions of Condition 5.10 of these General Terms and Conditions), the provisions of Conditions 5.6, 5.7, 5.8, 5.9 and 5.10 of these General Terms and Conditions (as the case may be) below shall apply.

5.6 Early Expiration at the option of the Issuer

If the applicable Final Terms specify that "*Optional Early Expiration at the option of the Issuer*" is "Applicable", the Warrants are subject to expiration prior to the Expiration Date at the option of the Issuer.

The applicable Final Terms will specify the manner in which the optional early settlement amount (the **Optional Early Settlement Amount**) and the optional early settlement price (the **Optional Early Settlement Price**) will be determined, the optional early settlement date(s) (the **Optional Early Settlement Date(s)**) and the Notice Period (as defined below).

On all or part of an Issue of Warrants becoming subject to Optional Early Expiration at the option of the Issuer following delivery of notice in accordance with Condition 5.6.3 of these General Terms and

Conditions, any Warrants which are subject to Optional Early Expiration at the option of the Issuer will become capable of being exercised early and shall be settled on the Optional Early Settlement Date:

- (1) in the case of the Physical Delivery Warrants and subject to payment of the Exercise Price divided, if applicable, by the Parity and any other sums payable as set out in the Final Terms, by delivery of the Physical Delivery Amount, such amount to be determined in the same manner as the Physical Delivery Amount is determined in accordance with Condition 5.1.2 of these General Terms and Conditions save that references therein to the Final Settlement Price shall be deemed to be references to the Optional Early Settlement Price; and
- (2) in the case of Cash Settled Warrants, by payment of the Optional Early Settlement Amount.

5.6.1 *Optional Early Settlement Amount and Optional Early Settlement Price*

In the case of Warrants other than Preference Share Linked Warrants and Warrants Linked Warrants:

The Optional Early Settlement Amount and the Optional Early Settlement Price shall be determined in accordance with one of the following options, as specified in the applicable Final Terms:

Option 1:

The **Optional Early Settlement Amount** shall be equal to the amount specified as such in the applicable Final Terms.

The **Optional Early Settlement Price** shall be equal to:

- (1) In the case of Call Warrants: the sum of (i) Optional Early Settlement Amount multiplied, if applicable, by the Parity and (ii) the Exercise Price.
- (2) In the case of Put Warrants: (i) the Exercise Price minus (ii) the Optional Early Settlement Amount multiplied, if applicable, by the Parity.

Option 2:

For the purposes of Cash Settled Warrants and Physical Delivery Warrants, as applicable, the **Optional Early Settlement Price** shall be equal to the amount specified as such in the applicable Final Terms.

For the purposes of Cash Settled Warrants, the **Optional Early Settlement Amount** shall be equal to:

- (1) in the case of Call Warrants, the excess (if any) of the Optional Early Settlement Price over the Exercise Price; or
- (2) in the case of Put Warrants, the excess (if any) of the Exercise Price over the Optional Early Settlement Price,

divided (if applicable) by the Parity.

Option 3:

For the purposes of Cash Settled Warrants, the **Optional Early Settlement Amount** shall be determined in the same manner as the Cash Settlement Amount in accordance with Condition 5.1.1 of these General Terms and Conditions, save that references therein to the Final Settlement Price shall be deemed to be references to the Optional Early Settlement Price.

For the purposes of Cash Settled Warrants and Physical Delivery Warrants, as applicable, the **Optional Early Settlement Price** means:

- (1) the Final Settlement Price that would have been determined in accordance with the applicable Final Terms, save that the Final Settlement Price shall be deemed to have been determined as at the Optional Early Settlement Valuation Date as opposed to the date on which the Final Settlement Price is actually required to be determined in accordance with the applicable Final Terms; or
- (2) otherwise, as specified in the Final Terms,

in each case subject to adjustment in accordance with Condition 5.12 of these General Terms and Conditions.

Optional Early Settlement Valuation Date means the date specified as such in the applicable Final Terms.

Option 4:

The **Optional Early Settlement Amount** shall be equal to the Market Value (as defined in Condition 5.9 of these General Terms and Conditions).

The **Optional Early Settlement Price** shall be equal to:

- (1) in the case of **Call Warrants**: the sum of (i) Optional Early Settlement Amount multiplied, if applicable, by the Parity and (ii) the Exercise Price.
- (2) in the case of **Put Warrants**: (i) the Exercise Price minus (ii) the Optional Early Settlement Amount multiplied, if applicable by the Parity.

In the case of Preference Share Linked Warrants and Warrants Linked Warrants:

The Optional Early Settlement Amount shall be equal to the Early Termination Settlement Amount per Warrant, as defined in the Additional Terms and Conditions for Preference Share Linked Warrants and the Additional Terms and Conditions for Warrant Linked Warrants, respectively.

Any such early settlement in respect of Uncertificated Swedish Warrant shall be in accordance with the Swedish CSD Rules and the notice to Warrantholders shall also specify the Uncertificated Swedish Warrants or amounts of the Uncertificated Swedish Warrants to be cancelled or in respect of which such option has been so exercised and the procedures for partial cancellations laid down in the Swedish CSD Rules.

Any such early settlement in respect of Uncertificated Norwegian Warrants shall be in accordance with the Norwegian CSD Rules and the notice to Warrantholders shall also specify the Uncertificated Norwegian Warrants or amounts of the Uncertificated Norwegian Warrants to be cancelled or in respect of which such option has been so exercised and the procedures for partial cancellations laid down in the Norwegian CSD Rules.

5.6.2 *Optional Early Expiration in part*

When the applicable Final Terms specify that the clause "*Optional Early Expiration in part*" is applicable, the applicable Final Terms will specify the Minimum Number of Warrants subject to Optional Early Expiration at the option of the Issuer and the Maximum Number of Warrants subject to Optional Early Expiration at the option of the Issuer.

5.6.2.1 *Minimum Number of Warrants subject to Optional Early Expiration at the option of the Issuer and the Maximum Number of Warrants subject to Optional Early Expiration at the option of the Issuer*

Any such partial optional early expiration must be equal to a number of Warrants not less than a minimum number of Warrants to be subject to optional early expiration at the option of the Issuer (the **Minimum Number of Warrants subject to Optional Early Expiration at the option of the Issuer**) and not more than a maximum number of Warrants subject to optional early expiration at the option of the Issuer (the **Maximum Number of Warrants subject to Optional Early Expiration at the option of the Issuer**), each amount as specified in the applicable Final Terms.

5.6.2.2 *Method of Optional Early Expiration*

In circumstances where some but not all of an Issue of Warrants is subject to Optional Early Expiration at the option of the Issuer, the Warrants that are subject to Early Expiration at the option of the Issuer (the **Early Expired Warrants**) will be selected individually by lot, in the case of Early Expired Warrants represented by Definitive Registered Warrants, in accordance with the rules of Euroclear and/or Clearstream, Luxembourg and/or Iberclear, in the case of Early Expired Warrants represented by a Global Warrant and in accordance with the applicable Regulations, in the case of Uncertificated Warrants, not more than thirty (30) days prior to the date fixed for early expiration (such date of selection being hereinafter called the **Selection Date**). In the case of Early Expired Warrants represented by Definitive Registered Warrants, a list of the serial numbers of such Early Expired Warrants will be published in accordance with Condition 13 of these General Terms and Conditions not less than fifteen (15) days prior to the Optional Early Expiration Date. In the case of Early Expired Warrants represented by a Global Warrant or Uncertificated Warrants, in the manner prescribed by Euroclear and/or Clearstream, Luxembourg and/or Iberclear and/or Euroclear France or the applicable Operator, as the case may be. No exchange of the relevant Global Warrant will be permitted during the period from (and including) the Selection Date to (and including) the Optional Early Settlement Date and notice to that effect shall be given by the Issuer to the Warrantholders in accordance with Condition 13 of these General Terms and Conditions at least five (5) days prior to the Selection Date.

5.6.3 *Notice Period*

On notice having been given to the Warrantholders (in accordance with Condition 13 of these General Terms and Conditions) pursuant to a notice period (the **Notice Period**) specified in the applicable Final Terms (which notice shall be irrevocable and shall specify the Optional Early Settlement Date), all (or the relevant part where Optional Early Expiration in part applies) of the Warrants shall be subject to early expiration on the **Optional Early Expiration Date(s)** specified in the applicable Final Terms. For the avoidance of doubt, where no such notice is delivered, the Warrants shall be subject to exercise or cancellation in the manner provided in the remaining provisions of this Condition 5.

In respect of any Credit Linked Warrant, any notice given by the Issuer pursuant to this Condition 5.6.3 shall be void and of no effect in relation to that Credit Linked Warrant in the event that a Credit Event Notice has been, or is, delivered to the Warrantholders at any time on or prior to 5:00pm (Paris time) on the fourth Business Day preceding the date fixed for exercise or cancellation in accordance with this Condition 5.

In respect of any Bond Linked Warrant, any notice given by the Issuer pursuant to this Condition 5.6.3 shall be void and of no effect in relation to that Bond Linked Warrant in the event that a Bond Event Notice has been, or is, delivered to the Warrantholders at any time on or prior to 5:00pm (Paris time) on the fourth Business Day preceding the date fixed for exercise or cancellation in accordance with this Condition 5.

In respect of any Warrant, any notice given by the Issuer pursuant to this Condition 5.6.3 shall be void and of no effect in relation to that Warrant in the event that, prior to the giving of such notice by the

Issuer, the Warrantholder had already delivered a Warrantholder Optional Exercise Notice in relation to that Warrant in accordance with Condition 5.7 of these General Terms and Conditions or the Warrants were otherwise already subject to early expiration or termination in accordance with the Terms and Conditions.

5.7 Early Expiration at the option of the Warrantholder

If the applicable Final Terms specify that "*Optional Early Expiration at the option of the Warrantholder*" is applicable, the Warrants are subject to expiration prior to the Expiration Date at the option of the Warrantholder.

The applicable Final Terms will specify the manner in which the optional early settlement amount (the **Optional Early Settlement Amount**) and the optional early settlement price (the **Optional Early Settlement Price**) are determined, the optional early settlement date(s) (the **Optional Early Settlement Date(s)**) and the Notice Period (as defined below).

On all or part of an Issue of Warrants becoming subject to Optional Early Expiration at the option of the Warrantholder following delivery of notice in accordance with Condition 5.7.2 of these General Terms and Conditions, any Warrants which are subject to Optional Early Expiration at the option of the Warrantholder will become capable of being exercised early and shall be settled on the Optional Early Settlement Date:

- (1) in the case of the Physical Delivery Warrants and subject to payment of the Exercise Price divided, if applicable, by the Parity and any other sums payable as set out in the Final Terms, by delivery of the Physical Delivery Amount, such amount to be determined in the same manner as the Physical Delivery Amount is determined in accordance with Condition 5.1.2 of these General Terms and Conditions save that references therein to the Final Settlement Price shall be deemed to be references to the Optional Early Settlement Price; and
- (2) in the case of Cash Settled Warrants, by payment of the Optional Early Settlement Amount.

5.7.1 *Optional Early Settlement Amount and Optional Early Settlement Price*

In the case of Warrants other than Preference Share Linked Warrants and Warrants Linked Warrants:

The Optional Early Settlement Amount and the Optional Early Settlement Price shall be determined in accordance with one of the following options, as specified in the applicable Final Terms:

Option 1:

The **Optional Early Settlement Amount** shall be equal to the amount specified as such in the applicable Final Terms.

The **Optional Early Settlement Price** shall be equal to:

- (1) In the case of Call Warrants: the sum of (i) Optional Early Settlement Amount multiplied, if applicable, by the Parity and (ii) the Exercise Price.
- (2) In the case of Put Warrants: (i) the Exercise Price minus (ii) the Optional Early Settlement Amount multiplied, if applicable by the Parity.

Option 2:

For the purposes of Cash Settled Warrants and Physical Delivery Warrants, as applicable, the **Optional Early Settlement Price** shall be equal to the amount specified as such in the applicable Final Terms.

For the purposes of Cash Settled Warrants, the **Optional Early Settlement Amount** shall be equal to:

- (1) in the case of Call Warrants, the excess (if any) of the Optional Early Settlement Price over the Exercise Price; or
- (2) in the case of Put Warrants, the excess (if any) of the Exercise Price over the Optional Early Settlement Price,

divided (if applicable) by the Parity.

Option 3:

For the purposes of Cash Settled Warrants, the **Optional Early Settlement Amount** shall be determined in the same manner as the Cash Settlement Amount in accordance with Condition 5.1.1 of these General Terms and Conditions, save that references therein to the Final Settlement Price shall be deemed to be references to the Optional Early Settlement Price.

For the purposes of Cash Settled Warrants and Physical Delivery Warrants, as applicable, the **Optional Early Settlement Price** means:

- (1) the Final Settlement Price that would have been determined in accordance with the applicable Final Terms, save that the Final Settlement Price shall be deemed to have been determined as at the Optional Early Settlement Valuation Date as opposed to the date on which the Final Settlement Price is actually required to be determined in accordance with the applicable Final Terms; or
- (2) otherwise, as specified in the Final Terms,

in each case subject to adjustment in accordance with Condition 5.12 of these General Terms and Conditions.

Optional Early Settlement Valuation Date means the date specified as such in the applicable Final Terms.

Option 4:

The **Optional Early Settlement Amount** shall be equal to the Market Value (as defined in Condition 5.9 of these General Terms and Conditions).

The **Optional Early Settlement Price** shall be equal to:

- (1) in the case of **Call Warrants**: the sum of (i) Optional Early Settlement Amount multiplied, if applicable, by the Parity and (ii) the Exercise Price.
- (2) in the case of **Put Warrants**: (i) the Exercise Price minus (ii) the Optional Early Settlement Amount multiplied, if applicable by the Parity.

In the case of Preference Share Linked Warrants and Warrants Linked Warrants:

The Optional Early Settlement Amount(s) shall be equal to the Early Termination Settlement Amount per Warrant, as defined in the Additional Terms and Conditions for Preference Share Linked Warrants and the Additional Terms and Conditions for Warrant Linked Warrants, respectively.

Any such early settlement in respect of Uncertificated Swedish Warrant shall be in accordance with the Swedish CSD Rules and the notice to Warrantholders shall also specify the Uncertificated Swedish Warrants or amounts of the Uncertificated Swedish Warrants to be cancelled or in respect of which such option has been so exercised and the procedures for partial cancellations laid down in the Swedish CSD Rules.

Any such early settlement in respect of Uncertificated Norwegian Warrants shall be in accordance with the Norwegian CSD Rules and the notice to Warrantholders shall also specify the Uncertificated Norwegian Warrants or amounts of the Uncertificated Norwegian Warrants to be cancelled or in respect of which such option has been so exercised and the procedures for partial cancellations laid down in the Norwegian CSD Rules.

5.7.2 Notice Period

Subject to Conditions 5.7.3 and 5.7.4 of these General Terms and Conditions, a Warrantholder shall have the option to require that a Warrant be subject to Optional Early Expiration at the option of the Warrantholder upon such Warrantholder giving notice to the Issuer in accordance with Condition 13 of these General Terms and Conditions pursuant to a notice period (the **Notice Period**) specified in the applicable Final Terms. The relevant Warrants shall then be subject to early expiration on the **Optional Early Expiration Date(s)** specified in the applicable Final Terms. For the avoidance of doubt, in respect of Warrants where a Warrantholder is not entitled to deliver a Warrantholder Optional Early Expiration Notice by virtue of Conditions 5.7.3 and 5.7.4 of these General Terms and Conditions and in circumstances where no such notice is delivered, the relevant Warrants shall be subject to exercise or cancellation in the manner provided in the remaining provisions of this Condition 5.

The Issuer will, upon the expiry of such notice, pay or deliver, as the case may be, subject to and in accordance with the terms specified in the applicable Final Terms, in whole (but not in part), an amount or Deliverable Assets, as the case may be and as determined in accordance with this Condition 5.7, in respect of such Warrant on the Optional Early Settlement Date(s). It may be that before an option to require that a Warrant is subject to Optional Early Expiration at the option of the Warrantholder, certain conditions and/or circumstances will need to be satisfied.

To exercise the right to require that a Warrant is subject to Optional Early Expiration at the option of the Warrantholder, the Warrantholder must deliver a duly completed and signed notice in the form (for the time being current) obtainable from any specified office of any Paying Agent or, as the case may be, the Registrar (a **Warrantholder Optional Early Expiration Notice**). Any such Warrantholder Optional Early Expiration Notice must be delivered in same the manner as an Exercise Notice is delivered in accordance with Condition 3.3.1 to 3.3.3 of these General Terms and Conditions, as the case may be, save that (a) references therein to an Exercise Notice shall be deemed to be references to the Warrantholder Optional Early Expiration Notice, (b) references to Warrants being exercised shall be deemed to be references to Warrants being exercised early in accordance with this Condition 5.7, (c) references to the Settlement Date shall be deemed to be references to the Optional Early Settlement Date and (d) references to the Cash Settlement Amount or shall be deemed to be references to the Optional Early Settlement Amount. Conditions 3.3.4 to 3.3.6 of these General Terms and Conditions shall apply equally to any Warrantholder Optional Early Expiration Notice which is delivered.

Any Warrantholder Optional Early Expiration Notice given by any Warrantholder pursuant to this Condition 5.7.2 shall be void and of no effect in relation to such Warrant in the event that, prior to the giving of such Warrantholder Optional Early Expiration Notice by the relevant Warrantholder (A) such Warrant constituted an Early Expired Warrant (as defined in Condition 5.6.2.2 of these General Terms and Conditions), or (B) the Issuer had notified the Warrantholders of its intention to cancel all of the Warrants in an issue then outstanding, in each case pursuant to Condition 5.6 of these General Terms and Conditions or the Warrants were otherwise already subject to early expiration or termination in accordance with the Terms and Conditions.

5.7.3 *Optional Early Expiration in part*

If "*Optional Early Expiration in part*" is applicable, the applicable Final Terms will specify the Minimum Number of Warrants subject to Optional Early Expiration at the option of the Warrantholder and the Maximum Number of Warrants subject to Optional Early Expiration at the option of the Warrantholder.

5.7.4 *Minimum Number of Warrants subject to Optional Early Expiration at the option of the Warrantholder and the Maximum Number of Warrants subject to Optional Early Expiration at the option of the Warrantholder*

Any such partial optional early expiration must be equal to a number of Warrants not less than a minimum number of Warrants to be subject to optional early expiration at the option of the Warrantholder (the **Minimum Number of Warrants subject to Optional Early Expiration at the option of the Warrantholder**) and not more than a maximum number of Warrants subject to optional early expiration at the option of the Warrantholder (the **Maximum Number of Warrants subject to Optional Early Expiration at the option of the Warrantholder**), each amount as specified in the applicable Final Terms. Where a Warrantholder delivers (i) a Warrantholder Optional Early Exercise Notice which specifies a number of Warrants to be subject to optional early expiration which is less than the Minimum Number of Warrants subject to Optional Early Expiration at the option of the Warrantholder, such notice shall be deemed to be void and (ii) a Warrantholder Optional Early Exercise Notice which specifies a number of Warrants to be subject to optional early expiration which is more than the Maximum Number of Warrants subject to Optional Early Expiration at the option of the Warrantholder, such notice shall be deemed to refer only to a number of Warrants equal to the Maximum Number of Warrants subject to Optional Early Expiration at the option of the Warrantholder.

5.8 **Trigger early settlement at the option of the Issuer**

If "*Trigger early settlement at the option of the Issuer*" is specified as being applicable in the applicable Final Terms, this Condition 5.8 applies. Warrants that are subject to Trigger early settlement at the option of the Issuer shall be subject to early expiration in the event that at any time during the life of the Warrants and for any reason whatsoever, the Aggregate Number of Outstanding Warrants equals or falls below the Outstanding Amount Trigger Level. In such circumstances, the Issuer shall have the right at its sole and absolute discretion, and subject to any applicable law and regulation, to elect that all (but not some only) of the remaining outstanding Warrants will be subject to early expiration upon giving not less than fifteen (15) Business Days' notice to Warrantholders in accordance with Condition 13 of these General Terms and Conditions, which such notice shall specify the applicable Trigger Early Settlement Date.

Upon such election by the Issuer, Warrantholders shall be entitled to receive from the Issuer on the Trigger Early Settlement Date:

- (i) in the case of Cash Settled Warrants, an amount in the Settlement Currency equal to the Early Trigger Level Settlement Amount; and
- (ii) in the case of Physical Delivery Warrants, Deliverable Assets in an amount equal to the Early Trigger Level Physical Delivery Amount, subject to payment of the Exercise Price divided, if applicable, by the Parity.

For the purpose of this Condition 5.8:

Aggregate Number of Outstanding Warrants means, at any time, the number of Warrants outstanding held at such time by Warrantholders other than Société Générale or its affiliates for their

own account as determined in good faith by the Fiscal Agent in consultation with the clearing institution(s) in or through which the Warrants are held and transactions in such Warrants are cleared.

Early Trigger Level Physical Delivery Amount means an amount to be determined in the same manner as the Physical Delivery Amount is determined in accordance with Condition 5.1.2 of these General Terms and Conditions save that references therein to the Final Settlement Price shall be deemed to be references to the Early Trigger Level Settlement Price.

Early Trigger Level Settlement Amount means the Early Termination Settlement Amount for such Warrants as determined in accordance with Condition 5.9 of these General Terms and Conditions or, in the case of Preference Share Linked Warrants or Warrant Linked Warrants, determined in the manner set out in the Additional Terms and Conditions for Preference Share Linked Warrants or the Additional Terms and Conditions for Warrant Linked Warrants.

Early Trigger Level Settlement Price means:

- (1) in the case of **Call Warrants**, the sum of (i) the Early Trigger Level Settlement Amount multiplied, if applicable, by the Parity and (ii) the Exercise Price; and
- (2) in the case of **Put Warrants**, (i) the Exercise Price minus (ii) the Early Trigger Level Settlement Amount multiplied, if applicable, by the Parity.

Outstanding Amount Trigger Level means 10% of the Aggregate Number of Outstanding Warrants initially issued or, if different from 10%, the level specified as such in the applicable Final Terms.

Trigger Early Settlement Date means the date specified by the Issuer for settlement of Warrants subject to Trigger early settlement at the option of the Issuer in accordance with this Condition 5.8.

5.9 Early Termination

Where the amount due to be paid to (or delivered to, in the case of Physical Delivery Warrants) a Warrantholder as a result of the early expiration or cancellation of the Warrants is expressed to be the "Early Termination Settlement Amount" or the "Early Termination Physical Delivery Amount" (as the case may be), such amount will be determined in accordance with the applicable provisions of this Condition 5.9.

Early Termination Settlement Amount means the Market Value.

Early Termination Physical Delivery Amount means an amount determined in the same manner as the Physical Delivery Amount would be determined in respect of the Warrants in accordance with Condition 5.1.2 of these General Terms and Conditions save that references therein to the Final Settlement Price shall be deemed to be references to the Early Termination Settlement Price.

Early Termination Settlement Price means:

- (1) in the case of **Call Warrants**: the sum of (i) the Early Termination Settlement Amount multiplied, if applicable, by the Parity and (ii) the Exercise Price.
- (2) in the case of **Put Warrants**: (i) the Exercise Price minus (ii) the Early Termination Settlement Amount multiplied, if applicable by the Parity.

Market Value means (i) an amount equal to an amount determined by the Calculation Agent, which, on the due date for the early expiration or cancellation of the Warrant, shall represent the fair market value of the Warrant and shall have the effect (after taking into account the costs of unwinding any hedging arrangements entered into in respect of the Warrants) of preserving for the Warrantholder the economic

equivalent of the obligations of the Issuer to make the payments in respect of the Warrant which would, but for such early expiration or cancellation, have fallen due after the relevant early expiration or cancellation date, or (ii) in the event of Warrants listed on the Italian Stock Exchange (Borsa Italiana S.p.A.), an amount determined by the Calculation Agent acting in good faith and in a commercially reasonable manner to be the fair market value of the Warrants immediately prior, and ignoring the circumstances leading, to such termination. For the avoidance of doubt, for the purpose of calculating the Market Value following an Event of Default pursuant to Condition 8 of these General Terms and Conditions (if applicable) only, no account shall be taken of the creditworthiness of:

- (A) the Issuer, who shall be deemed to be able to perform fully its obligations in respect of the Warrants; or
- (B) the Guarantor, which shall be deemed to be able to perform fully its obligations in respect of the Guarantee.

5.10 Event-linked Early Expiration

If the applicable Final Terms specify that "*Event-linked Early Expiration*" is applicable, this Condition 5.10 applies. The applicable Final Terms will specify the applicable early expiration event (the **Early Expiration Event**), the early settlement amount (**Event-linked Early Settlement Amount**), the early settlement price (the **Event-linked Early Settlement Price**), the period within which event-linked early expiration will apply (the **Event-linked Early Expiration Period**) (unless the Warrants are subject to Automatic Exercise), the early expiration date(s) (the **Event-linked Early Expiration Date(s)**) and the early settlement date (the **Event-linked Early Settlement Date**).

Save where Warrants are subject to Automatic Exercise and such Automatic Exercise has not been waived by the relevant Warrantholder, upon the occurrence of an Early Expiration Event, the Warrants shall be capable of being exercised in accordance with this Condition 5.10 and any Warrantholder will have the right in the Event-linked Early Expiration Period to decide that all the Warrants held by that Warrantholder (an **Event-linked Early Expiration Election**) will expire early (**Event-linked Early Expiration**).

In circumstances where no Event-linked Early Expiration Election has been made in respect of a Warrant within the Event-linked Early Expiration Period, such Warrant will be cancelled immediately on expiry of the Event-linked Early Expiration Period and no amounts will be payable or deliverable in respect of such Warrant.

Where required by:

- (i) applicable laws or regulations and/or, in the case of listed Warrants, the regulations applicable on any regulated market or other stock exchange on which the Warrants are for the time being listed; or
- (ii) any relevant authority by which the Warrants have been admitted to trading,

the occurrence of the relevant Early Expiration Event will be notified to the Warrantholders by the Issuer in the manner set out in Condition 13 of these General Terms and Conditions.

Event-linked Early Expiration will be effected by delivery of a duly completed notice (an **Event-linked Early Expiration Notice**) in the manner set out in Conditions 3.3.1 to 3.3.6 of these General Terms and Conditions save that:

- (a) references therein to an Exercise Notice shall be deemed to be references to the Event-linked Early Expiration Notice;
- (b) references to Warrants being exercised shall be deemed to be references to Warrants subject to Event-linked Early Expiration;
- (c) references to the Settlement Date shall be deemed to be references to the Event-linked Early Settlement Date; and
- (d) references to the Cash Settlement Amount shall be deemed to be references to the Event-linked Early Settlement Amount.

Following the occurrence of an Early Expiration Event, Warrants shall only be capable of being exercised, and an Event-linked Early Expiration Notice may only be delivered, during the Event-linked Early Expiration Period, as specified in the applicable Final Terms. The Event-linked Early Expiration Period may start and/or end on specific dates or otherwise be determined by reference to another date or period or the occurrence of an event.

Notwithstanding the foregoing provisions of this Condition 5.10, where Automatic Exercise is specified as being applicable in the applicable Final Terms, the Warrants will be subject to automatic exercise in accordance with Condition 3.3.7 of these General Terms and Conditions upon the occurrence of an Early Expiration Event unless such Automatic Exercise has been previously waived in accordance with Condition 3.3.8 of these General Terms and Conditions by the relevant Warrantholder. In such circumstances, the Event-linked Early Settlement Amount will be deliverable to Warrantholders (other than Warrantholders who have delivered a Waiver Notice in accordance with Condition 3.3.8 of these General Terms and Conditions) in accordance with Condition 3.3.7 of these General Terms and Conditions (without the need for prior delivery of an Event-linked Early Expiration Notice or any other action on the part of the Warrantholders, subject to the provisions of Condition 3.3.7 of these General Terms and Conditions), as if references therein to the "Cash Settlement Amount" were references to the "Event-linked Early Settlement Amount" and references to the "Settlement Date" were references to the "Event-linked Early Settlement Date".

Any Warrants which are subject to Event-linked Early Expiration will be settled on the Event-linked Early Settlement Date:

- (1) in the case of the Physical Delivery Warrants, by delivery of Deliverable Asset(s) in an amount equal to the Event-linked Early Settlement Price divided, if applicable, by the Parity in the manner contemplated in Condition 4 of these General Terms and Conditions, subject to payment of the Exercise Price divided, if applicable, by the Parity and any other sums payable as set out in the Final Terms; and
- (2) in the case of Cash Settled Warrants, at the Event-linked Early Settlement Amount, such amount being determined in same manner as the Cash Settlement Amount under Condition 5.1 of these General Terms and Conditions save that references therein to the Final Settlement Price shall be deemed to be references to the Event-linked Early Settlement Price.

The **Event-linked Early Settlement Price** means:

- (1) if the Additional Terms and Conditions relating to Formulae or the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants is specified as being applicable in the Final Terms, the Early Settlement Price, as defined in the Additional Terms and Conditions relating to Formulae or the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants corresponding to the Reference of the Product specified in the applicable Final Terms, as the case may be; or

(2) otherwise, as specified in the Final Terms,

in each case subject to adjustment in accordance with Condition 5.12 of these General Terms and Conditions.

In the case of Event-linked Early Expiration for Preference Share Linked Warrants and Warrant Linked Warrants, the Event-linked Early Settlement Amount will be determined and calculated in accordance with the manner in which the Early Termination Settlement Amount is determined and calculated in accordance with the Additional Terms and Conditions for Preference Share Linked Warrants and the Additional Terms and Conditions for Warrant Linked Warrants.

5.11 No obligations in relation to underlying asset

Except as expressly provided, the purchase of Warrants does not confer on any Warrantholder any rights (whether in respect of voting, distributions or otherwise) attaching to any Underlying.

The Issuer shall be under no obligation to register or procure the registration of any Warrantholder or any other person as the registered holder in respect of any relevant asset(s) comprised in any Physical Delivery Amount in any relevant register.

For such period of time after the Settlement Date as the Issuer or any person on behalf of the Issuer shall continue to be the legal owner of any asset(s) comprised in any assets comprising the Physical Delivery Amount (or equivalent amounts in circumstances where the Warrants are subject to early expiration or cancellation) (the **Intervening Period**), neither the Issuer nor any other such person shall (a) be under any obligation to deliver or procure delivery to the relevant Warrantholder or any subsequent beneficial owner of such asset(s) or any other person any letter, certificate, notice, circular or any other document or payment whatsoever received by that person in its capacity as the holder of such asset(s), (b) be under any obligation to exercise or procure exercise of any or all rights (including any voting rights) attaching to such asset(s) during the Intervening Period or (c) be under any liability to the relevant Warrantholder or any subsequent beneficial owner of such asset(s) or any other person in respect of any loss or damage which the relevant Warrantholder or subsequent beneficial owner or any other person may sustain or suffer as a result, whether directly or indirectly, of the Issuer or any other such person being the legal owner of such asset(s) during such Intervening Period.

5.12 Structured Amount(s)

When the applicable Final Terms specify that "*The Structured Amount Provisions Apply*", this Condition 5.12 applies.

5.12.1 Adjustment to the Settlement Price

The Final Settlement Price or Event-linked Early Settlement Price (as the case may be and each a **Settlement Price**) shall be adjusted by adding the Structured Amount (if any) to the relevant Settlement Price. The applicable Final Terms contain provisions relating to the determination of the Structured Amount and must be read in conjunction with this Condition 5.12 for full information on the manner in which Structured Amount is calculated in relation to Structured Amount Warrants.

Subject to Condition 5.12.2 of these General Terms and Conditions, the **Structured Amount** to be determined in respect of the Structured Amount Warrants shall be determined in accordance with the Additional Terms and Conditions relating to Formulae corresponding to the Reference of the Product specified in the applicable Final Terms.

For the purpose of this Condition 5.12.1, **Product Formula** and **Reference of the Product** shall have the meaning given to them in the Additional Terms and Conditions relating to Formulae.

5.12.2 *Calculation of the Structured Amount in respect of Structured Amount Warrants*

The Calculation Agent will at or as soon as practicable after each time at which the Structured Amount is to be calculated, calculate the Structured Amount for the Structured Amount Calculation Date(s) specified in the Final Terms. Where there is more than one Structured Amount Calculation Date, a separate Structured Amount will be determined in respect of each Structured Amount Calculation Date and the aggregate of such Structured Amounts shall be the Structured Amount which is used to adjust the relevant Settlement Price.

The Calculation Agent will notify the Issuer of the Structured Amount as soon as practicable after calculating the same (but in no event later than the first Business Day after such calculation).

The Calculation Agent will calculate the Structured Amount payable on the Structured Amount Warrants in accordance with the Product Formula as specified in the Additional Terms and Conditions relating to Formulae.

For the purpose of this Condition 5.12.2,

Structured Amount Calculation Date shall mean each date specified as such in the Final Terms.

5.13 **Open-ended Warrants – early settlement**

If the Final Terms specify that the Warrants are **Open-ended Warrants**, the Warrants will be exercisable in accordance with this Condition 5, to the extent the provisions of this Condition 5 apply to the Warrants, but will not have a fixed expiry date. As such, the Issuer will not be liable for the payment or delivery, as the case may be, of the Settlement Amount on the Settlement Date pursuant to Condition 5.1 of these General Terms and Conditions. The Issuer will, in full and final satisfaction of its obligations in respect of each Warrant, pay or deliver or procure payment or delivery of the Early Termination Settlement Amount or Early Termination Physical Delivery Amount, Optional Early Settlement Amount, Early Trigger Level Settlement Amount or Early Trigger Level Physical Delivery Amount or Event-linked Early Settlement Amount in accordance with this Condition 5 and to the extent applicable in respect of the Warrants in accordance with this Condition 5.

In relation to Credit Linked Warrants, the obligation to pay the Event-linked Early Settlement Amount will be subject to Conditions 1.1 and 1.2 of the Additional Terms and Conditions for Credit Linked Warrants.

5.14 **Monetisation until the Expiration Date**

If (i) for the purpose of Conditions 5.2 and 5.3 the Issuer elects to apply Monetisation until the Expiration Date or if the applicable Final Terms specify that Cancellation for Regulatory Reasons or Cancellation for tax reasons and special tax cancellation will not apply or (ii) if pursuant to the applicable Additional Terms and Conditions specified in the Final Terms, the Calculation Agent elects to apply Monetisation as per Condition 5.14, then the Issuer shall no longer be liable for the payment of (1) the Optional Early Settlement Amount on the Optional Early Settlement Date and/or (2) the Cash Settlement Amount as defined in the applicable Final Terms on the Settlement Date, but instead will, in full and final satisfaction of its obligations, pay an amount described in Conditions 5.14.1, 5.14.2 and/or 5.14.3 below.

Cash Settled Warrants:

Following the occurrence of an event giving rise to the Monetisation until the Expiration Date, the Issuer shall no longer be liable for the payment of (1) the Optional Early Settlement Amount on the Optional Early Settlement Date and/or (2) the Cash Settlement Amount as defined in the applicable Final Terms on the Settlement Date, but instead will, in full and final satisfaction of its obligations, pay an amount described in Conditions 5.14.1 or 5.14.2.

Physical Delivery Warrants

Following the occurrence of an event giving rise to the Monetisation until the Expiration Date, the Issuer shall no longer be liable for delivery of (1) the Physical Delivery Amount related to the Optional Early Settlement Date and/or (2) the Physical Delivery Amount as defined in the applicable Final Terms on the Settlement Date, but instead will, in full and final satisfaction of its obligations and subject to payment of the Exercise Price divided, if applicable, by the Parity, deliver Deliverable Assets in an amount equal to the sum of (i) the amount described in Conditions 5.14.1 or 5.14.2 and (ii) the Exercise Price divided, if applicable, by the Parity.

5.14.1 Monetisation of any Optional Early Settlement Amount

5.14.1.1 In respect of the termination of Warrants whose Optional Early Settlement Amount could be as low as zero

Pursuant to the provisions of Condition 5.14, the Calculation Agent shall determine in respect of the Settlement Date an amount per Warrant based on (a) the net positive cash amount that the Société Générale or any of its affiliates or a Hypothetical Investor as the case may be, would be left with on the Optional Full Liquidation Date, as a result of liquidating the Optional Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Settlement Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Optional Full Liquidation Date (included) and (y) the earlier of (i) the Expiration Date and (ii) the fourth Business Day preceding the Settlement Date (excluded), *provided however that*, in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Swedish Central Securities Depository (Euroclear Sweden AB), the Norwegian Central Securities Depository (Verdipapirsentralen ASA) or the Finnish Central Securities Depository (Euroclear Finland Ltd), all references to the word "fourth" above shall be deemed to be references to the word "twelfth".

For the avoidance of doubt, the liquidation proceeds of any assets held by Société Générale or any of its affiliates or by a Hypothetical Investor as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by Société Générale or any of its affiliates or by a Hypothetical Investor under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

*5.14.1.2 in respect of the termination of Warrants whose Optional Early Settlement Amount cannot be in any case lower than an amount strictly positive (the **Optional Minimum Settlement Amount**)*

Pursuant to the provisions of Condition 5.14, the Calculation Agent shall determine (1) in respect of the Optional Early Settlement Date an amount per Warrant equal to the Optional Minimum Settlement Amount and (2) in respect of the Settlement Date an amount per Warrant equal to the positive difference, if any, between:

- (i) (a) the net positive cash amount that Société Générale or any of its affiliates or a Hypothetical Investor as the case may be would be left with on the Optional Full Liquidation Date, as a result of liquidating the Optional Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Settlement Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date is a **Calculation Amount** for the

purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Optional Full Liquidation Date (included) and (y) the earlier of (i) the Expiration Date and (ii) the fourth Business Day preceding the Settlement Date (excluded), *provided however that*, in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Swedish Central Securities Depository (Euroclear Sweden AB), the Norwegian Central Securities Depository (Verdipapirsentralen ASA) or the Finnish Central Securities Depository (Euroclear Finland Ltd), all references to the word "fourth" above shall be deemed to be references to the word "twelfth"; and

- (ii) an amount equal to the Optional Minimum Settlement Amount.

For the avoidance of doubt, the liquidation proceeds of any assets held by Société Générale or any of its affiliates or by a Hypothetical Investor as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by Société Générale or any of its affiliates or by a Hypothetical Investor under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

5.14. Monetisation of the Settlement Amount

5.14.2.1 In respect of the termination of Warrants whose Settlement Amount as defined in the applicable Final Terms could be as low as zero

Pursuant to the provisions of Condition 5.14, the Calculation Agent shall determine in respect of the Settlement Date an amount per Warrant based on (a) the net positive cash amount that Société Générale or any of its affiliates or a Hypothetical Investor as the case may be would be left with on the Full Liquidation Date, as a result of liquidating the Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Settlement Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Full Liquidation Date (included) and (y) the earlier of (i) the Expiration Date and (ii) the fourth Business Day preceding the Settlement Date (excluded), *provided however that*, in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Swedish Central Securities Depository (Euroclear Sweden AB), the Norwegian Central Securities Depository (Verdipapirsentralen ASA) or the Finnish Central Securities Depository (Euroclear Finland Ltd), all references to the word "fourth" above shall be deemed to be references to the word "twelfth".

For the avoidance of doubt, the liquidation proceeds of any assets held by Société Générale or any of its affiliates or by a Hypothetical Investor as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by Société Générale or any of its affiliates or by a Hypothetical Investor under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

*5.14.2.2 in respect of the termination of Warrants whose Settlement Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the **Minimum Settlement Amount**)*

Pursuant to the provisions of Condition 5.14, the Calculation Agent shall determine in respect of the Settlement Date an amount per Warrant equal to the sum of: (1) the Minimum Settlement Amount; and (2) an amount, equal to the difference, only if such difference is positive, between:

- (i) (a) the net positive cash amount that Société Générale or any of its affiliates or a Hypothetical Investor as the case may be would be left with on the Full Liquidation Date, as a result of liquidating, the Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Settlement Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Full Liquidation Date (included) and (y) the earlier of (i) the Expiration Date and (ii) the fourth Business Day preceding the Settlement Date (excluded), *provided however that*, in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Swedish Central Securities Depository (Euroclear Sweden AB), the Norwegian Central Securities Depository (Verdipapirsentralen ASA) or the Finnish Central Securities Depository (Euroclear Finland Ltd), all references to the word "fourth" above shall be deemed to be references to the word "twelfth"; and
- (ii) an amount equal to the Minimum Settlement Amount.

For the avoidance of doubt, the liquidation proceeds of any assets held by Société Générale or any of its affiliates or by a Hypothetical Investor as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by Société Générale or any of its affiliates or by a Hypothetical Investor under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

5.14.3 Definitions specific to the Monetisation until the Expiration Date

Adjusted Calculation Amount means: (a) in respect of the first Compounding Period of a Calculation Period, the Calculation Amount for that Calculation Period; and (b) in respect of any succeeding Compounding Period in that Calculation Period, an amount equal to the sum of the Calculation Amount for that Calculation Period and the Compounding Period Amounts for each of the previous Compounding Periods in that Calculation Period.

Associated Costs means an amount determined by the Calculation Agent in its reasonable discretion equal to the sum of (without duplication) all costs (including, without limitation, cost of funding), losses, expenses, tax and duties incurred by Société Générale or any of its affiliates or by a Hypothetical Investor as the case may be in connection with the termination, liquidation or re-establishment of the Optional Hedge Positions, and/or the Hedge Positions, as the case may be, such amount to be apportioned pro rata amongst the outstanding Warrants¹.

Compounding Date means, in respect of a Calculation Period, each Business Day (as defined in Condition 3.2.3) of such Calculation Period.

Compounding Method means that the amount of interest shall be equal to the sum of the Compounding Period Amounts for each Compounding Period in the related Calculation Period.

¹ The value of Associated Costs shall be equal to 0 (zero) in respect of Warrants to be listed on the Italian Stock Exchange (Borsa Italiana S.p.A.).

Compounding Period means, in respect of a Calculation Period, each period from and including a Compounding Date to but excluding the immediately following Compounding Date during that Calculation Period.

Compounding Period Amount means, in respect of a Compounding Period, the product of (a) the Adjusted Calculation Amount, (b) the Compounding Rate and (c) the Day Count Fraction;

Compounding Rate means, in respect of a Compounding Period Amount, the interbank overnight rate in the Settlement Currency as determined by the Calculation Agent on the first day of the relevant Compounding Period; the specific Compounding Rate used in respect of a Settlement Currency shall be available at the office of the Calculation Agent from the first day of a Calculation Period.

Day Count Fraction means, for the purposes of Compounding Method, the exact number of days in a Compounding Period (the first included and the last excluded), divided by 360.

Expiration Date means, the date specified as such in the Final Terms of the relevant Warrants.

Full Liquidation Date means, in respect of the Settlement Date, the date on which the liquidation proceeds of the Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of such Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by Société Générale or any of its affiliates or by a Hypothetical Investor, as the case may be.

Hedge Positions means, any purchase, sale, entry into or maintenance, by Société Générale or any of its affiliates or by a Hypothetical Investor, as the case may be, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, part or all of Societe Generale or any of its affiliates' or a Hypothetical Investor, as the case may be, obligations under the Warrants due on the Settlement Date apportioned *pro rata* to each outstanding Warrant provided that, if the Optional Full Liquidation Date has not occurred on or before the earlier of (i) the Expiration Date and (ii) the fourth Business Day preceding the Settlement Date, then Hedge Positions will include the Optional Hedge Positions, *provided further that*, in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Swedish Central Securities Depository (Euroclear Sweden AB), the Norwegian Central Securities Depository (Verdipapirsentralen ASA) or the Finnish Central Securities Depository (Euroclear Finland Ltd), all references to the word "fourth" above shall be deemed to be references to the word "twelfth".

Optional Full Liquidation Date means, in respect of an Optional Early Settlement Date, the date on which the liquidation proceeds of the Optional Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of such Optional Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by Société Générale or any of its affiliates or by a Hypothetical Investor, as the case may be.

Optional Hedge Positions means, any purchase, sale, entry into or maintenance, by Société Générale or any of its affiliates or by a Hypothetical Investor, as the case may be, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, part or all of Societe Generale or any of its affiliates or by a Hypothetical Investor obligations under the Warrants due on an Optional Early Settlement Date, apportioned *pro rata* to each outstanding Warrant.

Relevant Spot Exchange Rate means, in respect of a date and an amount to be converted into the Settlement Currency, the rate of exchange of the currency in which such amount is denominated into the Settlement Currency used to convert such amount on such date into the Settlement Currency as determined by the Calculation Agent.

Settlement Date means, the date specified as such in the Final Terms of the relevant Warrants.

6. EXPENSES AND TAXATION

6.1 Unless specified otherwise in the Terms and Conditions, all payments and deliveries in respect of the Warrants and, if applicable, under the Guarantee shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any Tax Jurisdiction unless such withholding or deduction is required by law (including where such withholding or deduction is required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the **Code**) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental agreement thereto).

6.2 Unless the applicable Final Terms specify that this Condition 6.2 is not applicable, in the event that any amounts are required to be deducted or withheld for, or on behalf of, any Tax Jurisdiction, the relevant Issuer or, as the case may be, the Guarantor shall, to the fullest extent permitted by law, pay such additional amount as may be necessary, in order that each Warrantholder, after deduction or withholding of such taxes, duties, assessments or governmental charges, will receive the full amount then due and payable provided that no such additional amount shall be payable with respect to any Warrant:

- (1) the holder of which is liable to such taxes, duties, assessments or governmental charges in respect of such Warrant by reason of his being connected with Luxembourg (in the case of payments by SG Issuer) or Germany (in the case of payments by Société Générale Effekten GmbH) or France (in the case of payments by Société Générale) other than by the mere holding of such Warrant; or
- (2) presented for payment more than 30 days after the Relevant Date (as defined below), except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Business Day (as defined in Condition 4.7 of these General Terms and Conditions); or
- (3) in respect of Private Placement Warrants, if the applicable Final Terms indicate that no such additional amounts shall be payable; or
- (4) presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Warrant to another Paying Agent in a Member State of the European Union; or
- (5) where such withholding or deduction is required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental agreement thereto.

In these General Terms and Conditions:

Tax Jurisdiction means Luxembourg or any political subdivision or any authority thereof or therein having power to tax (in the case of payments by SG Issuer) or Germany or any political subdivision or any authority thereof or therein having power to tax (in the case of payments by Société Générale Effekten GmbH) or France or any political subdivision or any authority thereof or therein having power to tax (in the case of payments by Société Générale); and

Relevant Date means the date on which the relevant payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Fiscal Agent (or, in the case of Uncertificated Warrants, the holders of such Uncertificated Warrants) on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Warrantholders in accordance with Condition 13 of these General Terms and Conditions.

- 6.3** A Warrantholder shall pay all Expenses relating to such Warrants as provided for in the Terms and Conditions and in connection with the exercise thereof (and such payment shall be a condition precedent to any related obligations of the Issuer and/or the Guarantor) and for these purposes **Expenses** means **Exercise Expenses** (being taxes, duties and/or expenses, including any applicable depository charges, transaction or exercise charges, stamp duty, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties arising in connection with the exercise of a Warrant) and all taxes, duties and/or expenses, including any applicable depository charges, transaction or exercise charges, sale commissions, stamp duty, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties arising from the issue, transfer or termination of Warrants, and/or the delivery or transfer of Deliverable Asset, if any, pursuant to the terms of such Warrants.

7. PRESCRIPTION

Clearing System Global Warrants, Registered Warrants and EUI Warrants will become void unless claims in respect of payments are made within a period of ten years after the Relevant Date (as defined in Condition 6 of these General Terms and Conditions) therefor.

The Luxembourg Act dated 3 September 1996 on the involuntary dispossession of bearer securities, as amended (the **Involuntary Dispossession Act 1996**) requires that any amount that is payable under the Warrants, (but has not yet been paid to the Warrantholders), in the event that (i) an opposition has been filed in relation to the Warrants and (ii) the Warrants mature prior to becoming forfeited (as provided for in the Involuntary Dispossession Act 1996), is paid to the *Caisse des consignations* in Luxembourg until the opposition has been withdrawn or the forfeiture of the Warrants occurs.

In the case of Uncertificated Swedish Warrants, Uncertificated Norwegian Warrants and Uncertificated Finnish Warrants, claims against the Issuer for the payment of any amount payable in respect of the Warrants shall become void, in the case of Uncertificated Swedish Warrants or Uncertificated Norwegian Warrants, unless made within 10 years or, in the case of Uncertificated Finnish Warrants, unless made within three years, in each case after the Relevant Date (as defined in Condition 6 of these General Terms and Conditions).

8. EVENTS OF DEFAULT

This Condition 8 applies in respect of any Warrants which are Secured Warrants and otherwise when the applicable Final Terms specify that "Events of Default" are applicable.

The holder of any Warrant may give written notice to the relevant Issuer and (if applicable) the Guarantor that the Warrants are, and they shall accordingly forthwith become, immediately cancelled

and a payment will be due to such Warrantholder in an amount equal to, in the case of Cash Settled Warrants, the Early Termination Settlement Amount or, in the case of Physical Delivery Warrants the Early Termination Physical Delivery Amount (subject to payment of the Exercise Price divided, if applicable, by the Parity) upon the occurrence of any of the following events (each an **Event of Default**):

- (1) default by the Issuer is made in the payment or delivery of any amount due in respect of the Warrants or any of them and such default continues for a period of 30 days, unless the Guarantor shall have remedied such default before the expiry of such period, and save that the late delivery of any Deliverable Assets in the circumstances referred to in Condition 4 of these General Terms and Conditions shall not constitute an Event of Default; or
- (2) the Issuer fails to perform or observe any of its other obligations under or in respect of the Warrants and the failure continues for a period of 60 days next following the service on the Issuer and (if applicable) the Guarantor of a notice requiring the same to be remedied (except in any case where such failure is incapable of remedy, by the Issuer or the Guarantor, in which case no such continuation hereabove mentioned will be required); or
- (3) the Issuer institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or the jurisdiction of its head office, or the Issuer consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or the Issuer consents to a petition for its winding-up or liquidation by it or by such regulator, supervisor or similar official, provided that proceedings instituted or petitions presented by creditors and not consented to by the Issuer shall not constitute an Event of Default; or
- (4) in the case of any Issue of Warrants in respect of which the Guarantee is applicable, the Guarantee ceases to be in full force and effect in respect of such Issue of Warrants, or notice is given by the Guarantor which would cause the Guarantee to cease to be in full force and effect in respect of such Issue of Warrants, or is rendered void for any cause or by any means whatsoever except if the same results from the occurrence of a Change in Law which constitutes a Regulatory Event as provided for in Condition 5.2 of these General Terms and Conditions; or
- (5) in the case of Secured Warrants issued by SG Issuer, if the Collateral Monitoring Agent delivers a Required Collateral Default Notice in relation to a Collateral Pool securing such Secured Warrants; or
- (6) in the case of Secured Warrants issued by SG Issuer which are secured by a Multiple Issue Collateral Pool, an Event of Default (as defined above) occurs in respect of any other Issue of Secured Warrants issued by SG Issuer which is secured by the same Multiple Issue Collateral Pool.

9. REPLACEMENT OF WARRANTS

Should any Warrant (except any Uncertificated Warrant) be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Fiscal Agent (in the case of Clearing System Global Warrants) or the Registrar (in the case of Registered Warrants), subject to relevant stock exchange requirements and all applicable laws, upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence, security and indemnity and otherwise as the Issuer or, if applicable, the Guarantor may reasonably require. Mutilated or defaced Warrants must be surrendered before replacements will be issued. The replacement of Clearing System

Global Warrants in bearer form in the case of loss or theft, is subject to the procedure of the Involuntary Dispossession Act 1996.

10. APPOINTMENT OF AGENTS

10.1 Agents

The names of the initial Fiscal Agent, the initial Registrar and the other initial Paying Agent(s) and their initial specified offices are set out below (except with respect to Uncertificated Warrants) and the name(s) and the specified office of the Calculation Agent(s) are specified in the applicable Final Terms.

In addition, the Fiscal Agent may, (if so specified in the applicable Final Terms) delegate certain of its functions and duties in relation to Physical Delivery Warrants to a settlement agent (the **Settlement Agent**).

In relation to EUI Warrants, the Issuer will appoint a EUI Agent.

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

- (1) so long as the Warrants are listed on any stock exchange or admitted to trading or listing by another relevant authority, there will at all times be a Paying Agent (which may be the Fiscal Agent) and a Transfer Agent (which may be the Registrar) with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange; and
- (2) there will at all times be a Paying Agent (which may be the Fiscal Agent) with a specified office in a city in Europe (which will not be located in Austria); and
- (3) there will be one or more Calculation Agent(s) where the Terms and Conditions so require; and
- (4) there will at all times be a Fiscal Agent and a Registrar.

In addition, the Issuer and the Guarantor shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in the second paragraph of Condition 4.5 of these General Terms and Conditions. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 or more than 45 days' prior notice thereof shall have been given to the Warrantholders in accordance with Condition 13 of these General Terms and Conditions.

Notwithstanding the foregoing, in respect of Uncertificated Warrants, the Issuer may appoint or (as the case may be) maintain a paying agent in each jurisdiction where Uncertificated Warrants are registered and, if appropriate, for so long as any Uncertificated Warrants are listed on the Luxembourg Stock Exchange, the Issuer will maintain a paying agent with a specified office in Luxembourg, all as specified in the applicable Final Terms. In respect of any Uncertificated Warrants, the Issuer is entitled to vary or terminate the appointment of the relevant central securities depositary and clearing institution or the additional Paying Agent, provided that the Issuer will appoint another central securities depositary and clearing institution or additional Paying Agent(s), as the case may be, each of them to be duly authorised, in the case of Uncertificated Swedish Warrants, under the Swedish CSD Rules or in the case of Uncertificated Norwegian Warrants, under the Norwegian Financial Securities Register Act (Act no. 64 2002) (*No. lov av 5. Juli 2002 nr 64 om registrering av finansielle instrumenter*) or, in the case of Uncertificated Finnish Warrants, under the Finnish Act on the Book-Entry System and Clearing Operations (*Fi. Laki arvo-osuusjärjestelmästä ja selvitystoiminnasta 749/2012*), as amended and/or re-

enacted from time to time, and the Finnish Act on Book-Entry Accounts (*Fi. Laki arvo-osuustileistä 827/1991*), as amended and/or re-enacted from time to time, or in the case of Uncertificated Italian Warrants, under the Italian CSD Rules. The central securities depository and clearing institution and the additional Paying Agent(s) appointed in respect of Uncertificated Warrants act solely as agents of the Issuer and do not assume any obligation to, or relationship of agency or trust with, any Warrantholders. The Issuer shall be entitled to obtain information from the registers maintained by the relevant central securities depository and clearing institution for the purposes of performing its obligations under any Uncertificated Warrants.

In acting under the Agency Agreement, the Paying Agents act solely as agents of the Issuer and, if applicable, the Guarantor and do not assume any obligation to, or relationship of agency or trust with, any Warrantholders. The Agency Agreement contains provisions permitting any entity into which any Paying Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor paying agent.

10.2 Calculation Agent

The Calculation Agent with respect to an Issue of Warrants will be Société Générale (or any successor thereto), as designated in the applicable Final Terms.

11. MINIMUM AND MAXIMUM NUMBER OF WARRANTS EXERCISABLE

The minimum and maximum number of Warrants exercisable by any Warrantholder on any Exercise Date (respectively, the **Minimum Exercise Number** and **Maximum Exercise Number**) shall be specified in the applicable Final Terms. The number of Warrants exercisable by a Warrantholder on any Exercise Date must be greater than or equal to the Minimum Exercise Number and (except on the Expiration Date) may not exceed the Maximum Exercise Number. Any Exercise Notice which purports to exercise Warrants in an amount less than the Minimum Exercise Number shall be void and of no effect. Any Exercise Notice which purports to exercise (except on the Expiration Date) Warrants in an amount in excess of the Maximum Exercise Number shall be void and of no effect in respect of such excess provided that:

- (1) only if so specified in the applicable Final Terms, the Warrants subject to the Maximum Exercise Number shall be selected at the Issuer's discretion (or in any other manner specified in the applicable Final Terms); and
- (2) unless otherwise specified in the applicable Final Terms, the Warrants tendered for exercise pursuant to such Exercise Notice in excess of such Maximum Exercise Number will be automatically exercised on each next date on which Warrants may be exercised subject always (except on the Expiration Date) to the Maximum Exercise Number.

The minimum number (or an integral multiple thereof) of Warrants that may be traded by a Warrantholder (the **Minimum Trading Number**) shall be specified in the applicable Final Terms.

If the Warrants are American Style Warrants and are listed on the Italian Stock Exchange (Borsa Italiana S.p.A.), the Final Terms will specify the maximum number of Warrants to be exercised on each Business Day.

12. SUBSTITUTION

In the case of Warrants issued by SG Issuer or Société Générale Effekten GmbH, the Issuer may be replaced and the Guarantor or any subsidiary of the Guarantor may be substituted for the Issuer as principal obligor in respect of the Warrants, without the consent of the Warrantholders. If SG Issuer or Société Générale Effekten GmbH determines that the Guarantor or any such subsidiary shall become

the principal obligor (in such capacity, the **Substituted Obligor**), it shall give not less than 30 nor more than 45 days' notice, in accordance with Condition 13 of the General Terms and Conditions, to the Warrantholders of such event and, immediately on the expiry of such notice, the Substituted Obligor shall become the principal obligor in respect of the Warrants in place of the Issuer and the Warrantholders, shall thereupon cease to have any rights or claims whatsoever against the Issuer. However, no such substitution shall take effect:

- (1) if the effect of such substitution would, at the time of such substitution, be that payments in respect of the Warrants would be required to be made subject to any withholding or deduction which would not otherwise arise in the absence of such substitution;
- (2) if the Substituted Obligor is not the Guarantor, until the Guarantor shall have entered into an unconditional and irrevocable guarantee substantially in the form of the Guarantee in respect of the obligations of such Substituted Obligor;
- (3) in any case, until the Substituted Obligor shall have provided to the Fiscal Agent such documents as may be necessary to make the Warrants and the Agency Agreement its legal, valid and binding obligations; and
- (4) until such Substituted Obligor shall have been approved in writing by the relevant authorities as able to issue the relevant Warrants.

Upon any such substitution, the Warrants will be modified as required, and the Warrantholders will be notified of the modified terms and conditions of such Warrants in accordance with Condition 13 of these General Terms and Conditions.

For the purposes of this Condition 12, it is expressly agreed that by subscribing to, acquiring or otherwise purchasing the Warrants, the Warrantholders are expressly deemed to have consented to the substitution of the Issuer by the Substituted Obligor and to the release of the Issuer from any and all obligations in respect of the Warrants and all the agreements attached thereto and are expressly deemed to have accepted such substitution and the consequences thereof.

In respect of Uncertificated Nordic Warrants, in addition to the other criteria set forth above, the substitution shall be subject to the Swedish CSD, Norwegian CSD, Finnish CSD or Euroclear France, as the case may be, having confirmed that following the proposed substitution, the Warrants will continue to be incorporated and registered in the Swedish book-entry system in accordance with the Swedish CSD Rules, the Norwegian book-entry system in accordance with the Norwegian CSD Rules, the Finnish book-entry system in accordance with the Finnish CSD Rules, as the case may be.

13. NOTICES

13.1 Notices regarding Warrants other than EUI Warrants

- 13.1.1 All notices regarding the Warrants shall be deemed to be validly given if published in a leading English language daily newspaper of general circulation in Europe (which is expected to be the Financial Times) provided that, so long as such Warrants are listed on any stock exchange(s) and the rules applicable to such stock exchange so require, notices shall be valid if published in a daily financial newspaper with general circulation in the city/ies where the relevant stock exchange(s) are located and/or on such stock exchange's website or by such other means which meet the requirements of the relevant stock exchange and/or local regulations; as the case may be, which, if the relevant stock exchange is in Luxembourg, such financial newspaper is expected to be the Luxemburger Wort (or the Tageblatt) and such website is expected to be www.bourse.lu.

- 13.1.2 The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations applicable on any regulated market or other stock exchange on which the Warrants are for the time being listed and of any relevant authority by which they have been admitted to trading. Any such notice will be deemed to have been given (i) on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspaper(s) or (ii) in the case of publication on a website, on the date on which such notice is first posted on the relevant website.
- 13.1.3 Until such time as any Warrants in definitive form are issued, there may, so long as the Global Warrant(s) representing the Warrants is or are held in its or their entirety on behalf of Euroclear and/or Clearstream, Luxembourg and/or Iberclear, be substituted for such publication in such newspaper(s) as referred to in Condition 13.1.1 of these General Terms and Conditions, the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or Iberclear for communication by them to the Warrantholders and in addition, for so long as any Warrants are listed on any regulated market or other stock exchange or are admitted to trading by another relevant authority and the rules of such regulated market or such stock exchange or relevant authority so require, such notice will be published in accordance with such rules. Any such notice shall be deemed to have been given to the Warrantholders on the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg and/or Iberclear.
- 13.1.4 In addition to the above, all notices regarding the Registered Warrants will be deemed to be validly given if sent by first class mail or by airmail (if posted to an address overseas) to the holders (or the first named of joint holders) at their respective addresses recorded in the Register and will be deemed to have been given on the fourth day after mailing and, in addition, for so long as any Registered Warrants are listed on a stock exchange and the rules of that stock exchange (or any other relevant authority) so require, such notice will be published in a daily newspaper of general circulation in the place or places required by those rules.
- 13.1.5 In addition to the above, all notices to holders of Uncertificated Warrants shall be deemed to have been duly given if sent by mail to a Warrantholder on the address registered for such Warrantholder in the system of the relevant central securities depository and clearing institution or in accordance with the legislation, rules and regulations applicable to, and/or issued by, the relevant central securities depository and clearing institution. Any such notice shall be deemed to have been given, if sent by mail to the Warrantholder, on the fourth day following the day the notice was sent by mail.
- 13.1.6 All notices given to Warrantholders (irrespective of how given) shall also be delivered in writing to:
- (1) Euroclear, Clearstream, Luxembourg, Iberclear and/or Euroclear France, as the case may be (except in the case of Uncertificated Warrants); and
 - (2) in the case of Warrants listed on a stock exchange or admitted to trading by another relevant authority, to the relevant stock exchange or authority.
- 13.1.7 Notices to be given by any Warrantholder (except in the case of Uncertificated Warrants) shall be in writing and given by lodging the same, together (in the case of any Warrant in definitive form) with the relative Warrant or Warrants, with the Fiscal Agent (in the case of Clearing System Global Warrants) or the Registrar (in the case of Registered Warrants). Whilst any of the Warrants are represented by a Global Warrant, such notice may be given by any Warrantholder to the Fiscal Agent or the Registrar (as applicable) via Euroclear and/or Clearstream, Luxembourg and/or Iberclear, as the case may be, in such manner as the Fiscal Agent or the Registrar (as applicable) and Euroclear and/or Clearstream, Luxembourg and/or Iberclear, as the case may be, may approve for this purpose.

13.2 Notices regarding EUI Warrants

All notices to the EUI Warrantholders shall be valid if:

- (1) delivered to the address of the EUI Warrantholder appearing in the Record by first class post or by hand or, if such address is not in the United Kingdom, by airmail post (such notices to be delivered or sent in accordance with this Condition 13.2(1) shall be sent at the risk of the relevant EUI Warrantholder); or
- (2) published in a daily newspaper with general circulation in the United Kingdom which is expected to be the Financial Times; or
- (3) for so long as the EUI Warrants are listed or admitted to trading on any stock exchange published in accordance with the rules of such stock exchange.

Any such notice shall be deemed to have been given on the second Business Day following, in the case of Condition 13.2 (1) of these General Terms and Conditions, such delivery or, in the case of Condition 13.2 (2) of these General Terms and Conditions, the date of such publication or, if published more than once, on the date of the first such publication and in the case of Condition 13.2 (3) of these General Terms and Conditions for so long as the EUI Warrants are listed on any stock exchange published in accordance with the rules of such stock exchange.

14. MEETINGS OF WARRANTHOLDERS, MODIFICATION AND WAIVER

The Agency Agreement contains provisions for convening meetings of the Warrantholders (except holders of the Uncertificated Warrants) to consider any matter affecting their interests, including the sanctioning by extraordinary resolution (an **Extraordinary Resolution**) of a modification of the Warrants (except the Uncertificated Warrants) or certain provisions of the Agency Agreement. Such a meeting may be convened by the Issuer or the Guarantor at any time or by Warrantholders holding not less than 10 per cent. of the Warrants for the time being unexercised. The quorum at any such meeting for passing such Extraordinary Resolution is one or more persons holding or representing in the aggregate not less than 50 per cent. of the Warrants for the time being unexercised, or at any adjourned meeting one or more persons being or representing Warrantholders whatever the number of Warrants so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Warrants, (including but not limited to modifying the exercise date or exercise period of the Warrants, reducing or cancelling the Cash Settlement Amount or Physical Delivery Amount in respect of the Warrants or altering the currency of payment of the Warrants, modifying of the majority required to pass an Extraordinary Resolution, sanctioning of any scheme or proposal for the exchange or sale of the Warrants for, or the conversion of the Warrants into, or the cancellation of the Warrants in consideration of, shares, stock, bonds, debentures, debenture stock and/or other obligations and/or securities of the Issuer (as further described in the Agency Agreement)), the necessary quorum for passing an Extraordinary Resolution will be one or more persons holding or representing not less than two-thirds, or at any adjourned such meeting not less than one-third, in number of the Warrants for the time being unexercised. An Extraordinary Resolution passed at any meeting of the Warrantholders shall be binding on all the Warrantholders, whether or not they are present at the meeting.

The Fiscal Agent, the Issuer and the Guarantor may agree, without the consent of the Warrantholders, to any modification of the Warrants, or the Agency Agreement which is (i) to cure or correct any ambiguity or defective or inconsistent provision contained therein, or which is of a formal, minor or technical nature or (ii) not prejudicial to the interests of the Warrantholders (provided the proposed modification does not relate to a matter in respect of which an Extraordinary Resolution would be required if a meeting of Warrantholders were held to consider such modification) or (iii) to correct a manifest error or proven error or (iv) to comply with mandatory provisions of the law. Any such

modification shall be binding on the Warrantholders and any such modification shall be notified to the Warrantholders in accordance with Condition 13 of these General Terms and Conditions.

In respect of Uncertificated Warrants (other than EUI Warrants), the Issuer may decide, without the consent of the Warrantholders to (a) any modification of the Warrants which is not materially prejudicial to the interests of the Warrantholders; or (b) any modification of the Warrants which is of formal, minor or technical nature or is made to correct a manifest error or proven error or to comply with mandatory provisions of the law of the jurisdiction in which the Issuer is incorporated. Any such modification shall be binding on the relevant Warrantholders and any such modification shall be notified to such Warrantholders in accordance with Condition 13 of these General Terms and Conditions.

The EUI Agency Agreement contains provisions for convening meetings of the EUI Warrantholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution (as defined in the EUI Agency Agreement) of a modification of the EUI Warrants or any of the provisions of the EUI Agency Agreement. Such a meeting may be convened by the Issuer or the Guarantor. At least 21 clear days' notice specifying the place, date and hour of the meeting shall be given to the EUI Warrantholders. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing in the aggregate not less than 50 per cent. of the EUI Warrants for the time being unexercised or at any adjourned meeting one or more persons being or representing EUI Warrantholders whatever the number of EUI Warrants so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the EUI Warrants (including but not limited to modifying the exercise date or exercise period of the EUI Warrants, reducing or cancelling the payable or deliverable in respect of the EUI Warrants or altering the currency of payment of the EUI Warrants, modifying of the majority required to pass an Extraordinary Resolution, sanctioning of any scheme or proposal for the exchange or sale of the Warrants for, or the conversion of the Warrants into, or the cancellation of the Warrants in consideration of, shares, stock, bonds, debentures, debenture stock and/or other obligations and/or securities of the Issuer (as further described in the EUI Agency Agreement)), the quorum shall be one or more persons holding or representing in the aggregate not less than two-thirds of the EUI Warrants for the time being unexercised, or at any adjourned such meeting one or more persons holding or representing not less than one-third of the EUI Warrants for the time being unexercised. An Extraordinary Resolution passed at any meeting of the EUI Warrantholders shall be binding on all the EUI Warrantholders, whether or not they are present at the meeting. Resolutions can be passed in writing if passed unanimously.

The EUI Agent and the Issuer may agree, without the consent of the Warrantholders, to:

- (1) any modification (except such modifications in respect of which an increased quorum is required as mentioned above) of the EUI Warrants or EUI Agency Agreement which is not prejudicial to the interests of the EUI Warrantholders; or
- (2) any modification of the EUI Warrants or the EUI Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest or proven error, to cure any ambiguity or to comply with mandatory provisions of law.

Any such modification shall be binding on the EUI Warrantholders and any such modification shall be notified to the EUI Warrantholders as soon as practicable thereafter, provided that failure to give, or non-receipt of, such notice will not affect the validity of any such modification.

The provisions of articles 86 to 94-8 of the Luxembourg Act dated 10 August 1915 on commercial companies, as amended, shall not apply to the Warrants.

Notwithstanding the foregoing, any resolution of the Warrantholders to amend the corporate objects of the Issuer, the form of the Issuer, to change the nationality of the Issuer and/or increasing the commitments of the shareholders of the Issuer may exclusively be taken, and any meetings of Warrantholders resolving thereupon must be convened and held, in accordance with the Luxembourg

act dated 10 August 1915 on commercial companies, as amended (the **Companies Act 1915**), as long as any specific requirements exist under the Companies Act 1915.

15. FURTHER ISSUES AND CONSOLIDATION

The Issuer shall be at liberty from time to time without the consent of the Warrantholders to create and issue further Warrants ranking *pari passu* in all respects and on the same Terms and Conditions (save for their Issue Date and Issue Price), and so that the same shall be consolidated and form a single issue with, the outstanding Warrants.

The Issuer may from time to time on or after the date specified for a change of currency of the Warrants pursuant to Condition 1 of these General Terms and Conditions, on giving not less than 30 days' prior notice to the Warrantholders in accordance with Condition 13 of these General Terms and Conditions, without the consent of Warrantholders, consolidate the Warrants with one or more issues of other Warrants issued by it, whether or not originally issued in one of the European national currencies or in Euro, provided such other Warrants have been changed into euro (if not originally payable in euro) and which otherwise have, in respect of all periods subsequent to such consolidation, the same terms and conditions as the Warrants.

The provisions of this Condition 15 shall not apply to Preference Share Linked Warrants or Warrant Linked Warrants.

16. ADJUSTMENTS AND DISRUPTION – CALCULATIONS AND DETERMINATIONS

16.1 Provisions applicable to Warrants linked to an Underlying

When the applicable Final Terms specify that "*Type of Warrants*" is Share Linked Warrants and/or Index Linked Warrants and/or SGI Index Linked Warrants and/or Depositary Receipts Linked Warrants and/or Dividend Linked Warrants and/or Non Equity Security Linked Warrants and/or ETF Linked Warrants and/or Reference Rate Linked Warrants and/or Foreign Exchange Rate Linked Warrants and/or Commodity Linked Warrants and/or Fund Linked Warrants and/or Credit Linked Warrants and/or Inflation Linked Warrants and/or Bond Linked Warrants and/or Preference Share Linked Warrants and/or Warrant Linked Warrants and/or ETP Linked Warrants and/or the Additional Terms and Conditions for Future Linked Warrants and/or Portfolio Linked Warrants, this Condition 16.1 applies.

Share Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for Share Linked Warrants;

Index Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for Index Linked Warrants;

SGI Index Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for SGI Index Linked Warrants;

Depositary Receipts Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for Depositary Receipts Linked Warrants;

Dividend Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for Dividend Linked Warrants;

Non Equity Security Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for Non Equity Security Linked Warrants.

ETF Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for ETF Linked Warrants;

Reference Rate Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for Reference Rate Linked Warrants;

Foreign Exchange Rate Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for Foreign Exchange Rate Linked Warrants;

Commodity Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for Commodity Linked Warrants;

Fund Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for Fund Linked Warrants;

Credit Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for Credit Linked Warrants;

Inflation Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for Inflation Linked Warrants;

Bond Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for Bond Linked Warrants;

Preference Share Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for Preference Share Linked Warrants;

Warrant Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for Warrants Linked Warrants;

ETP Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for ETP Linked Warrants;

Future Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for Future Linked Warrants; and

Portfolio Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for Portfolio Linked Warrants.

Each of these Additional Terms and Conditions contain, amongst others, provisions for determining any amount where calculation is impossible or impracticable and provisions relating to adjustments with respect to Underlying(s) (when applicable) and any market disruption (including, without limitation and where necessary, appropriate definitions of **Potential Adjustment Events**, **Extraordinary Events**, **Market Disruption Events** and **Disruption Events** and details of the consequences of such events).

16.2 Provisions applicable to Physical Delivery Warrants

When the applicable Final Terms specify that "*Physical Delivery Warrant Provisions*" is applicable, this Condition 16.2 applies.

16.2.1 Provisions applicable to Deliverable Asset(s)

- (1) When "*Deliverable Asset(s)*" is specified in the applicable Final Terms as being the Underlying(s) which may be a Share and/or a Depositary Receipt and/or an ETF and/or a Fund and/or an ETP and/or a Bond and/or a Preference Share and/or a Reference Warrant and/or a Non Equity Security, the provisions of the Additional Terms and Conditions for Share Linked Warrants and/or the Additional Terms and Conditions for Depositary Receipts Linked Warrants and/or the Additional Terms and Conditions for ETF Linked Warrants and/or the Additional Terms and Conditions for Fund Linked Warrants and/or the Additional Terms and Conditions for ETP Linked Warrants and/or the Additional Terms and Conditions for Future Linked Warrants and/or the Additional Terms and Conditions for Bond Linked Warrants and/or the

Additional Terms and Conditions for Preference Share Linked Warrants and/or the Additional Terms and Conditions for Warrant Linked Warrants and/or the Additional Terms and Conditions for Non Equity Security Linked Warrants shall apply.

- (2) When "*Deliverable Asset(s)*" is different from the Underlying(s) specified in the applicable Final Terms and but is a share and/or a depositary receipt and/or an exchange traded fund and/or a fund and/or an exchange traded product and/or a bond and/or a preference share and/or a warrant, the provisions of the Additional Terms and Conditions for Share Linked Warrants and/or the Additional Terms and Conditions for Depositary Receipts Linked Warrants and/or the Additional Terms and Conditions for ETF Linked Warrants and/or the Additional Terms and Conditions for Fund Linked Warrants and/or the Additional Terms and Conditions for ETP Linked Warrants and/or the Additional Terms and Conditions for Future Linked Warrants and/or the Additional Terms and Conditions for Bond Linked Warrants and/or the Additional Terms and Conditions for Preference Share Linked Warrants and/or the Additional Terms and Conditions for Warrant Linked Warrants and/or the Additional Terms and Conditions for Non Equity Security Linked Warrants shall apply.
- (3) When "*Deliverable Asset(s)*" is, in respect of Credit Linked Warrants, specified in the applicable Final Terms as being "*Specified Deliverable Obligation(s)*", the provisions of the Additional Terms and Conditions for Credit Linked Warrants shall apply.

16.2.2 Settlement Disruption Event

If a Settlement Disruption Event does prevent delivery of the Physical Delivery Amount on the Settlement Date, then, such delivery shall occur on the first succeeding day on which delivery of the Physical Delivery Amount can take place through the relevant Clearing System (the **Actual Settlement Date**) unless a Settlement Disruption Event prevents delivery during the Delivery Period. In that latter case, the Issuer shall, in lieu of delivering the Physical Delivery Amount, pay, in respect of each Warrant, the fair market value of the number of Deliverable Asset(s) to be delivered (the **Fair Market Value**) converted into the Settlement Currency at the current exchange rate, if applicable.

The Fair Market Value will be determined by the Calculation Agent on the basis of the market conditions on the first Business Day following the Delivery Period.

- (1) If a dividend is paid in respect of the Deliverable Asset(s) from and including the Exercise Date to and, as the case may be, (a) excluding the Delivery Date or (b) including, in the event of a Settlement Disruption Event, the date on which the Fair Market Value is calculated, then, the net dividend amount relating to the number of Deliverable Asset(s) to be delivered per Warrant (excluding any related tax credit) converted into the Settlement Currency at the current exchange rate, if applicable, will be paid in cash to the Warrantholders as soon as practicable.
- (2) All stamp duties, or other similar taxes and/or duties, in respect of physical delivery of Deliverable Asset(s) shall be borne by the Warrantholders.

Provided that in the case of Credit Linked Warrants, upon the occurrence of a Settlement Disruption Event, the relevant Issuer shall, in lieu of delivering the Physical Delivery Amount, pay, in respect of each Warrant, the Credit Event Payment Amount per Undeliverable Obligations (as defined in the Additional Terms and Conditions for Credit Linked Warrants) to be delivered converted into the Settlement Currency at the current exchange rate, if applicable.

As used in this Condition 16.2.2:

Clearing System Day means, in respect of a Clearing System, any day on which such Clearing System is open for the acceptance and execution of settlement instructions.

Delivery Date means, as the case may be, (a) the scheduled Settlement Date or (b) in the event of a Settlement Disruption Event, the Actual Settlement Date (as defined above).

Settlement Disruption Event means any event beyond the control of the Issuer as a result of which the relevant Clearing System cannot clear the transfer of the Physical Delivery Amount.

16.3 Calculations and determinations

With respect to Warrants to which the Additional Terms and Conditions for Share Linked Warrants and/or Additional Terms and Conditions for Index Linked Warrants and/or Additional Terms and Conditions for SGI Index Linked Warrants and/or Additional Terms and Conditions for Depositary Receipts Linked Warrants and/or Additional Terms and Conditions for Dividend Linked Warrants and/or the Additional Terms and Conditions for Non Equity Security Linked Warrants and/or Additional Terms and Conditions for ETF Linked Warrants and/or Additional Terms and Conditions for Reference Rate Linked Warrants and/or Additional Terms and Conditions for Foreign Exchange Rate Linked Warrants and/or Additional Terms and Conditions for Commodity Linked Warrants and/or Additional Terms and Conditions for Fund Linked Warrants and/or Additional Terms and Conditions for Credit Linked Warrants and/or Additional Terms and Conditions for Inflation Linked Warrants and/or Additional Terms and Conditions for Bond Linked Warrants and/or Additional Terms and Conditions for Preference Share Linked Warrants and/or Additional Terms and Conditions for Warrant Linked Warrants and/or the Additional Terms and Conditions for ETP Linked Warrants and/or the Additional Terms and Conditions for Future Linked Warrants and/or the Additional Terms and Conditions for Portfolio Linked Warrants, the Calculation Agent responsible for determining and calculating any amount or rate shall be the Calculation Agent specified in the applicable Final Terms (pursuant to the provisions of Condition 10 of these General Terms and Conditions).

In relation to each issue of Warrants, the Calculation Agent (whether it be Société Générale or another entity) will act solely as agent of the Issuer and the Guarantor and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Warrantholders. Except if otherwise specified in the Terms and Conditions, all calculations and determinations made in respect of the Warrants by the Calculation Agent shall be made in good faith and (save in the case of manifest or proven error) be final, conclusive and binding on the Issuer, the Guarantor and the Warrantholders.

The Calculation Agent may, with the consent of the Issuer and the Guarantor, delegate any of its obligations and functions to a third party as it deems appropriate.

Neither the Issuer, nor the Guarantor, nor the Calculation Agent shall have any responsibility for any errors or omissions beyond its reasonable control (save in the case of manifest or proven error) in the calculation of any amount or with respect to any other determination required to be made by it under the Terms and Conditions.

Any determination made by (or on behalf of) the Issuer pursuant to the Terms and Conditions shall (save in the case of manifest or proven error) be final, conclusive and binding on, the Guarantor, the Agents and the Warrantholders. Following the occurrence of an event giving rise to an adjustment which is substantial in the opinion of the Calculation Agent or of an extraordinary event affecting:

- (1) an Underlying in respect of the Additional Terms and Conditions for Share Linked Warrants and/or Additional Terms and Conditions for Index Linked Warrants and/or Additional Terms and Conditions for SGI Index Linked Warrants and/or Additional Terms and Conditions for Depositary Receipts Linked Warrants and/or Additional Terms and Conditions for Dividend Linked Warrants and/or the Additional Terms and Conditions for Non Equity Security Linked Warrants and/or Additional Terms and Conditions for ETF Linked Warrants and/or Additional Terms and Conditions for Reference Rate Linked Warrants and/or Additional Terms and Conditions for Foreign Exchange Rate Linked Warrants and/or Additional Terms and

Conditions for Commodity Linked Warrants and/or Additional Terms and Conditions for Fund Linked Warrants and/or Additional Terms and Conditions for Credit Linked Warrants and/or Additional Terms and Conditions for Inflation Linked Warrants and/or Additional Terms and Conditions for Bond Linked Warrants and/or Additional Terms and Conditions for Preference Share Linked Warrants and/or Additional Terms and Conditions for Warrant Linked Warrants and/or the Additional Terms and Conditions for ETP Linked Warrants and/or the Additional Terms and Conditions for Future Linked Warrants and/or the Additional Terms and Conditions for Portfolio Linked Warrants; and/or

- (2) affecting a Selected Obligation or a Deliverable Obligation in respect of the Additional Terms and Conditions for Credit Linked Warrants; and/or
- (3) affecting a Bond in respect of the Additional Terms and Conditions for Bond Linked Warrants,

the Calculation Agent shall notify the Issuer, which shall in its turn notify the Agent and the Warrantholders, pursuant to the provisions of Condition 13 of these General Terms and Conditions, of the relevant adjustment made or decision taken by the Calculation Agent. Details of such adjustment made or decision taken can be obtained by the Warrantholders upon request at the Calculation Agent's address specified in the applicable Final Terms.

16.4 Provisions applicable to Secured Warrants

If the applicable Final Terms specify that the clause "Secured Warrant Provisions" is "Applicable", this Condition 16.4 applies.

Secured Warrants shall be subject to the provisions of the Additional Terms and Conditions relating to Secured Warrants which contain provisions relating to disruption events (including, without limitation and where necessary, appropriate definitions of Collateral Disruption Event and Collateral Settlement Disruption and details of the consequences of such events).

16.5 Use of square brackets

The use of square brackets "[...]" indicates that a term or provision is optional and whether or not it applies will be determined by reference to the applicable Final Terms.

17. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

18. GOVERNING LAW AND SUBMISSION TO JURISDICTION

18.1 Governing law

The Agency Agreement, the EUI Agency Agreement, the Deed of Covenant and the Guarantee and any non-contractual obligations arising out of or in connection with the Agency Agreement, the EUI Agency Agreement, the Deeds of Covenant and the Guarantee will be governed by, and shall be construed in accordance with, English law.

The Warrants and any non-contractual obligations arising out of or in connection with the Warrants will be governed by, and shall be construed in accordance with, English law.

Uncertificated Nordic Warrants and any non-contractual obligations arising out of or in connection with the Uncertificated Nordic Warrants will be governed by English law except in respect of their form, title, transfer and payments thereon which shall be governed by the laws applicable to the relevant central

securities depository and clearing institution, being initially Euroclear Sweden, Euroclear Finland and Verdipapirsentralen ASA, on which they are admitted.

18.2 Submission to jurisdiction

The Issuer irrevocably agrees, for the benefit of the Warrantholders that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Warrants and accordingly submits to the exclusive jurisdiction of the English courts.

The Issuer waives any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum. The Warrantholders may take any suit, action or proceedings (together referred to as **Proceedings**) arising out of or in connection with the Warrants and any non-contractual obligations arising out of or in connection with the Warrants against the Issuer in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

The Issuer appoints Société Générale, London Branch (**SGLB**), currently of SG House, 41 Tower Hill, London EC3N 4SG, as its agent for service of process, and undertakes that, in the event of SGLB ceasing so to act or ceasing to be registered in England, it will appoint another person as its agent for service of process in England in respect of any Proceedings. Nothing herein shall affect the right to serve proceedings in any other manner permitted by law.

The Issuer and, where applicable, the Guarantor have in the Agency Agreement, the EUI Agency Agreement, the Deed of Covenant and the Guarantee submitted to the jurisdiction of the English courts and appointed an agent for service of process in terms substantially similar to those set out above.

19. Limitation of Recourse against SG Issuer and Société Générale Effekten GmbH

Each holder of a Warrant or Warrants issued by SG Issuer and Société Générale Effekten GmbH (with the exception of any Secured Warrants, in respect of which Condition 6 of the Additional Terms and Conditions relating to Secured Warrants shall apply instead of this Condition 19) is deemed to have acknowledged and undertaken, on its acquisition of such Warrant(s), that, in the event of a default under the Warrant(s) issued by SG Issuer or Société Générale Effekten GmbH, as the case may be, of payment or delivery of any sum due on any such Warrant(s) whenever such payment or delivery falls due (such payment or delivery defaults, **Defaulted Payments**), such holder shall not institute any legal proceeding, or otherwise assert a claim against SG Issuer or Société Générale Effekten GmbH, as the case may be, to enforce such Defaulted Payments and waives all rights to institute such proceedings or make such claims in respect of such Defaulted Payments against the Issuer.

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

Such acknowledgement, undertaking and waiver do not alter or impair the rights of the Warrantholders to require the enforcement of the Pledge Agreement pursuant to the provisions of the Additional Terms and Conditions relating to Secured Warrants.

TERMS AND CONDITIONS OF THE FRENCH LAW WARRANTS

The following terms and conditions (the **General Terms and Conditions**), together with the relevant Additional Terms and Conditions (as defined below) specified in the Final Terms (as defined below), are the Terms and Conditions of the Warrants to be issued under French law (the **French Law Warrants**). The applicable Final Terms complete the General Terms and Conditions and Additional Terms and Conditions applicable to a particular Issue of Warrants.

References herein to the **Warrants** are references to the Warrants of a particular Issue of Warrants and mean, as the case may be:

- (a) Warrants in dematerialised form (**Dematerialised Warrants**) which will be issued, at the option of the Issuer, in either bearer dematerialised form (*au porteur*) or in registered dematerialised form (*nominatif*) and, in such latter case, at the option of the relevant Warrantholder in either administered registered form (*nominatif administré*) or in fully registered form (*nominatif pur*). In the case of Dematerialised Warrants, neither the text of the General Terms and Conditions, or the relevant Additional Terms and Conditions, nor the applicable Final Terms will be endorsed on physical documents of title, but will be constituted by the following text, together with the relevant Additional Terms and Conditions (if applicable) and the applicable Final Terms.
- (b) Warrants in materialised form (**Materialised Warrants**) in which case, the full text of the Terms and Conditions, the relevant Additional Terms and Conditions and the applicable Final Terms shall be endorsed on Definitive Materialised Bearer Warrants (as defined below).

References herein to:

- (i) the **Additional Terms and Conditions** are to Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants, Additional Terms and Conditions relating to Formulae, Additional Terms and Conditions for Share Linked Warrants, Additional Terms and Conditions for Index Linked Warrants, Additional Terms and Conditions for SGI Index Linked Warrants, Additional Terms and Conditions for Depositary Receipts Linked Warrants, Additional Terms and Conditions for Dividend Linked Warrants, Additional Terms and Conditions for Non-Equity Security Linked Warrants, Additional Terms and Conditions for ETF Linked Warrants, Additional Terms and Conditions for Reference Rate Linked Warrants, Additional Terms and Conditions for Foreign Exchange Rate Linked Warrants, Additional Terms and Conditions for Commodity Linked Warrants, Additional Terms and Conditions for Fund Linked Warrants, Additional Terms and Conditions for Credit Linked Warrants, Additional Terms and Conditions for Inflation Linked Warrants, Additional Terms and Conditions for Bond Linked Warrants, Additional Terms and Conditions for Preference Share Linked Warrants, Additional Terms and Conditions for Warrant Linked Warrants, the Additional Terms and Conditions for ETP Linked Warrants, the Additional Terms and Conditions for Future Linked Warrants, the Additional Terms and Conditions for Portfolio Linked Warrants and the Additional Terms and Conditions relating to Secured Warrants;
- (ii) the **applicable Final Terms** are, in relation to any Warrant, to Part A of the Final Terms (or other relevant provisions thereof) prepared in connection with and deemed applicable to, that Warrant; and
- (iii) the **Terms and Conditions** are to these General Terms and Conditions and the relevant Additional Terms and Conditions, as completed by the applicable Final Terms.

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

References herein to the **Issuer** shall be references to the party specified as such in the applicable Final Terms. References herein to the **Guarantor** shall mean Société Générale in its capacity as guarantor pursuant to the Guarantee (as defined in Condition 2.2 of these General Terms and Conditions) in respect of any Warrants issued by SG Issuer and Société Générale Effekten GmbH. Accordingly, references herein to the Guarantor are applicable only in the context of such Warrants.

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

For the purposes of the Terms and Conditions, **Underlying** shall mean, as specified in the applicable Final Terms, a Share and/or an Index and/or an SGI Index and/or a Depositary Receipt and/or a Dividend and/or an ETF and/or a Reference Rate and/or a Foreign Exchange Rate and/or a Commodity and/or a Commodity Index and/or a Fund and/or a Reference Entity and/or a CDS Spread and/or an Inflation Index and/or a Bond and/or a Preference Share and/or a Warrant and/or an ETP and/or a Non-Equity Security and/or Future and/or a Portfolio or a basket and/or combination thereof (each as defined in the Additional Terms and Conditions relating to the relevant Underlying).

Any reference herein to Warrantholders shall mean (i) in the case of Dematerialised Warrants, the person whose name appears in the account of the relevant Euroclear France Account Holder, the Issuer or the Registration Agent (as the case may be) as being entitled to such Warrants and (ii) in the case of Materialised Warrants, the bearer of any Definitive Materialised Bearer Warrant and capitalised terms have the meanings given to them in the applicable Final Terms, the absence of any such meaning indicating that such term is not applicable to the Warrants.

The Warrants have the benefit of an agency agreement dated on or about 6 July 2016 (the **French Agency Agreement**, which expression shall be construed as a reference to any such agreement as the same may be amended, supplemented or restated from time to time) and made between, amongst others, Société Générale, SG Issuer, Société Générale Effekten GmbH, the Guarantor (as defined below), Société Générale Bank & Trust as fiscal agent (the **Fiscal Agent**, which expression shall include any additional or successor agent appointed from time to time and specified in the applicable Final Terms) and the other paying agents named therein (such paying agents, together with the Fiscal Agent, the **Paying Agents**, which expression shall include any additional or successor paying agents appointed from time to time). The **Calculation Agent** with respect to an Issue of Warrants will be Société Générale (or any successor thereto), as designated in the applicable Final Terms. The **Registration Agent** with respect to an Issue of Warrants will be Société Générale (or any successor thereto), as designated in the applicable Final Terms. The Paying Agents and, unless the context otherwise requires, the Settlement Agent (as defined in Condition 10 of these General Terms and Conditions) and the Calculation Agents shall be referred to collectively hereunder as the **Agents**.

Any reference herein to Euroclear France, Euroclear and/or Clearstream, Luxembourg (each as defined below) shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms (each, a **Clearing System**).

Copies of the French Agency Agreement and the Guarantee (where applicable) are available for inspection during normal business hours from the head office of each of the relevant Issuer and, if applicable, the Guarantor and from the specified office of each of the Paying Agents. Copies of the applicable Final Terms are available for viewing at www.bourse.lu (to the extent listed on the Luxembourg Stock Exchange) and copies may be obtained from the head office of the relevant Issuer, the Guarantor (if applicable) and the specified office of each of the Paying Agents save that, if any Warrant is a Private Placement Warrant (as defined below), the applicable Final Terms will only be obtainable by a Warrantholder holding one or more such Warrants and such Warrantholder must produce evidence satisfactory to the relevant Issuer, and, if applicable, the Guarantor or, as the case may be, the relevant Paying Agent as to its holding of such Warrants and identity (unless otherwise made available publicly by the Issuer). The Warrantholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the French Agency Agreement, the Guarantee (where applicable) and the applicable Final

Terms. The statements in the Terms and Conditions include summaries of, and are subject to, the detailed provisions of the French Agency Agreement. In this paragraph, **Private Placement Warrant** means any Warrant that is not (i) offered to the public in the EEA for the purposes of article 3.1 of Directive 2003/71/EC (as amended) (the **Prospectus Directive**) (except as specified under article 3.2 of the Prospectus Directive) or (ii) admitted to trading on a Regulated Market in the EEA for the purposes of article 3.3 of the Prospectus Directive.

1. FORM, CURRENCY OF PAYMENT AND TITLE

1.1 Form

- 1.1.1 Title to Dematerialised Warrants will be evidenced in accordance with articles L.211-3 *et seq.* and R.211-1 of the *Code monétaire et financier* by book entries (*inscriptions en compte*). No physical document of title (including *certificats représentatifs* pursuant to article R. 211-7 of the *Code monétaire et financier*) will be issued in respect of Dematerialised Warrants.

Dematerialised Warrants are issued, at the option of the Issuer, in either bearer dematerialised form (*au porteur*), which will be inscribed in the books of Euroclear France, a subsidiary of Euroclear Bank S.A./N.V. (**Euroclear France**) which shall credit the accounts of Euroclear France Account Holders, or in registered dematerialised form (*nominatif*) and, in such latter case, at the option of the relevant Warrantholder in either administered registered form (*nominatif administré*) inscribed in the books of a Euroclear France Account Holder or in fully registered form (*nominatif pur*) inscribed in an account in the books of Euroclear France maintained by the Issuer or by the Registration Agent (designated in the applicable Final Terms).

To the extent permitted by applicable law, the Issuer may at any time request from Euroclear France identification information of the Warrantholders such as the name or the company name, nationality, date of birth or year of incorporation and mail address or, as the case may be, e-mail address of holders of Dematerialised Warrants in bearer form (*au porteur*).

For the purpose of these Conditions, Euroclear France Account Holder means any authorised financial intermediary institution entitled to hold accounts, directly or indirectly, on behalf of its customers with Euroclear France, and includes Euroclear Bank S.A./N.V. (**Euroclear**) or the depositary bank for Clearstream Banking, société anonyme, Luxembourg (**Clearstream, Luxembourg**).

- 1.1.2 Materialised Warrants are issued in bearer form (**Materialised Bearer Warrants**). A temporary global certificate in bearer form (a **Temporary Global Certificate**) will initially be issued in connection with Materialised Warrants.

Upon the initial deposit of such Temporary Global Certificate with a common depositary, Euroclear or Clearstream, Luxembourg (or, if a subscriber holds an account with a clearing system other than Euroclear or Clearstream, Luxembourg which holds an account directly or indirectly in Euroclear or Clearstream, Luxembourg, such other clearing system) (the **Common Depositary**), Euroclear or Clearstream, Luxembourg (or such other clearing system) will credit the account of each subscriber of such Warrants. Warrants represented by a Temporary Global Certificate will be exchangeable in whole, but not in part, free of charge to the holder, on or after the Exchange Date (as defined below) for materialised bearer Warrants in definitive form (**Definitive Materialised Bearer Warrants**), subject to certain conditions as set out in "*Form of the Warrants*".

On or after the Exchange Date, the holder of a Temporary Global Certificate may surrender such Temporary Global Certificate to or to the order of the Fiscal Agent. In exchange for any Temporary Global Certificate, the Issuer will deliver, or procure the delivery of, duly executed and authenticated Definitive Materialised Bearer Warrants. Definitive Materialised Bearer Warrants will be security printed at the expense of the Issuer in accordance with any applicable legal and stock exchange requirements in or substantially in the form set out in the French Law Agency Agreement.

For the purposes of this Condition, the **Exchange Date** shall be the day immediately following the later of (i) 40 days after the Temporary Global Warrant or, as the case may be, Temporary Global Certificate is issued and (ii) 40 days after the completion of the distribution of the relevant Tranche, as certified by the relevant Dealer (in the case of a non-syndicated issue) or the relevant lead manager (in the case of a syndicated issue).

In accordance with Articles L.211-3 et seq. of the French Monetary and Financial Code, Materialised Bearer Warrants must be issued outside the French territory.

- 1.1.3 Warrants are either Cash Settled Warrants or Physical Delivery Warrants, as specified in the applicable Final Terms. On exercise and subject, where applicable, to the particular Terms and Conditions applicable where a Warrant is subject to early exercise or cancellation and to payment of certain expenses, the Warrantholder in respect of (i) an Issue of Warrants specified as being **Cash Settled Warrants** in the applicable Final Terms, will be entitled to payment of an amount equal to the Cash Settlement Amount (if any) as determined and payable in accordance with the Terms and Conditions and (ii) an Issue of Warrants specified as being **Physical Delivery Warrants** in the applicable Final Terms, will receive Deliverable Asset(s) (as defined in Condition 4.6 of these General Terms and Conditions) as described in the applicable Final Terms and in an amount equal to the Physical Delivery Amount against payment by the relevant Warrantholder of certain expenses and the Exercise Price divided, if applicable, by the Parity as determined and deliverable in accordance with the Terms and Conditions. As used herein, the term **Settlement Amount** means the relevant Cash Settlement Amount or Physical Settlement Amount, as the case may be, where the **Physical Settlement Amount** is the currency equivalent of the Physical Delivery Amount (after deduction of certain expenses and the Exercise Price divided, if applicable, by the Parity) (if any).

Warrants may also be:

- (i) **Formula-Linked Warrants**, if specified in the applicable Final Terms, and in each such case the Additional Terms and Conditions relating to Formulae shall apply; or
- (ii) **One-Delta Warrants** or **Fixed Leverage Warrants** or **Turbo Warrants**, if specified in the applicable Final Terms, and in each such case the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants shall apply;

and, where applicable, Warrants may be **Structured Amount Warrants** (if specified in the applicable Final Terms, and in which case Condition 5.12 of these General Terms and Conditions shall apply) and/or **Open-ended Warrants** (if specified in the applicable Final Terms, and in which case Condition 5.13 of these General Terms and Conditions shall apply).

Warrants will, if specified in the applicable Final Terms, have a notional amount which will be specified in the applicable Final Terms (the **Notional Amount**).

All Warrants issued by Société Générale and Société Générale Effekten GmbH will be described as "Unsecured" in the applicable Final Terms applicable to such Warrants and all Warrants issued by SG Issuer will be described as "Unsecured" or "Secured" in the Final Terms applicable to such Warrants.

The Issuer may (if so specified in the applicable Final Terms), without the consent of the Warrantholders, by giving at least 30 days' notice in accordance with Condition 12 of these General Terms and Conditions, and on or after the date on which a Member State of the European Union whose national currency is the same as the Settlement Currency applicable to the Warrants has become a participating Member State in the third stage of the European Economic and Monetary Union (as provided in the Treaty on the Functioning of the European Union (the **EU**), as amended from time to time (the **Treaty**)) or events have occurred which have substantially the same effects (in either case, **EMU**), change the currency of all, but not some only, of the Warrants of any Issue into Euro and adjust any term of the Warrants as the Calculation Agent deems appropriate to give effect to such change

(including, without limitation, the Settlement Amount, Exercise Price, the Parity (if applicable), the Settlement Currency). The date on which such change becomes effective shall be referred to in these General Terms and Conditions as the **Currency Conversion Date**.

The change of currency of the Warrants pursuant to the above paragraph shall be made by converting the relevant amount or price applicable to each Warrant from the relevant national currency into Euro using the fixed relevant national currency Euro conversion rate established by the Council of the European Union pursuant to Article 140 of the Treaty and rounding the resultant figure down to the nearest 0.01 Euro, provided that, if the Issuer determines, with the agreement of the Fiscal Agent that the then market practice in respect of the conversion into euro of internationally offered securities is different from the provisions specified above, such provisions shall be deemed to be amended so as to comply with such market practice and the Issuer shall promptly notify the Warrantheolders, the stock exchange (if any) on which the Warrants may be listed and the Paying Agents of such deemed amendments.

The Euro amount or price of the Warrants so determined shall be notified to Warrantheolders in accordance with Condition 12 of these General Terms and Conditions. Any balance remaining from the change of currency in an amount higher than 0.01 Euro shall be paid by way of cash adjustment rounded to the nearest 0.01 Euro (with 0.005 Euro being rounded upwards). Such cash adjustment will be payable in Euros on the Currency Conversion Date in the manner notified to Warrantheolders by the Issuer.

Upon the change of currency of the Warrants, any reference hereon to the relevant national currency shall be construed as a reference to Euro.

Unless otherwise specified herein, the Issuer may, with prior approval of the Fiscal Agent, in connection with any change of currency pursuant to this Condition 1.1 or any consolidation pursuant to Condition 14 of these General Terms and Conditions, without the consent of the Warrantheolders, make any changes or additions to the Terms and Conditions which it reasonably believes to be necessary or desirable to give effect to the provisions of this Condition 1.1 or Condition 14 of these General Terms and Conditions (including, without limitation, any change to any applicable business day definition, business day convention or principal financial centre of the country of the Settlement Currency), taking into account market practice in respect of redenominated euromarket debt and/or warrant obligations and which it believes are not prejudicial to the interests of the Warrantheolders. Any such changes or additions shall, in the absence of manifest or proven error, be binding on the Warrantheolders and shall be notified to Warrantheolders in accordance with Condition 12 of these General Terms and Conditions as soon as practicable thereafter.

Neither the Issuer, nor the Calculation Agent, nor any Paying Agent shall be liable to any Warrantheolder or other person for any commissions, costs, losses or expenses in relation to or resulting from the credit or transfer of Euro or any currency conversion or rounding effected in connection therewith.

1.2 Title

- 1.2.1 Title to Dematerialised Warrants in bearer dematerialised form (*au porteur*) and in administered registered form (*au nominatif administré*) shall pass upon, and transfer of such Warrants may only be effected through, registration of the transfer in the accounts of Euroclear France Account Holders. Title to Dematerialised Warrants in fully registered form (*au nominatif pur*) shall pass upon, and transfer of such Warrants may only be effected through, registration of the transfer in the accounts in the books of Euroclear France maintained by the Issuer or by the Registration Agent.
- 1.2.2 Definitive Materialised Bearer Warrants are serially numbered and title to Definitive Materialised Bearer Warrants shall pass by delivery.

- 1.2.3 Except as ordered by a court of competent jurisdiction or as required by law, the holder of any Warrant shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, or an interest in it, any writing on it or its theft or loss and no person shall be liable for so treating the holder.

1.3 Conversion of Dematerialised Warrants

- 1.3.1 Dematerialised Warrants issued in bearer dematerialised form (*au porteur*) may not be converted into Dematerialised Warrants in registered dematerialised form, whether in fully registered form (*nominatif pur*) or in administered registered form (*nominatif administré*).
- 1.3.1 Dematerialised Warrants issued in registered dematerialised form (*au nominatif*) may not be converted into Dematerialised Warrants in bearer dematerialised form (*au porteur*).
- 1.3.1 Dematerialised Warrants issued in fully registered form (*nominatif pur*) may, at the option of the Warrantholder, be converted into Warrants in administered registered form (*nominatif administré*), and *vice versa*. The exercise of any option by the Warrantholder shall be made in accordance with article R. 211-4 of the *Code monétaire et financier*. Any such conversion shall be effected at the cost of the Warrantholder.

1.4 No transfer of Warrants to U.S. Persons that are not Permitted Transferees

Warrants issued by Société Générale, SG Effekten GmbH or SG Issuer which may not at any time be offered, sold, resold, traded, pledged, redeemed, transferred or delivered, directly or indirectly, in the United States or to, or for the account or benefit of, a person that is not a Permitted Transferee.

In this Condition, the following expressions shall have the following meanings:

Commodity Exchange Act means the U.S. Commodity Exchange Act of 1936, as amended;

IRS US Person means a U.S. person as defined in paragraph 7701(a)(30) of the Internal Revenue Code;

Permitted Transferee means any person who:

(i) is not a U.S. Person; and

(ii) is not a person who comes within any definition of U.S. person for the purposes of the CEA or any CFTC Rule, guidance or order proposed or issued under the CEA (for the avoidance of doubt, any person who is not a “Non-United States person” defined under CFTC Rule 4.7(a)(1)(iv), but excluding, for purposes of subsection (D) thereof, the exception for qualified eligible persons who are not “Non-United States persons” shall be considered a U.S. person);

Regulation S means Regulation S under the Securities Act;

Regulation S U.S. Person means a U.S. Person as defined in Regulation S;

Securities Act means the U.S. Securities Act of 1933, as amended; and

U.S. Person (i) means Regulation S U.S. Person unless the applicable Final Terms specify that an IRS U.S. Person is also applicable, or (ii) if in case of SGI Index Linked Warrants, Advised SGI Index is applicable or if in case of Portfolio Linked Warrants, Dynamic Portfolio is applicable, a person who is either a Regulation S U.S. Person or an IRS U.S. Person unless the applicable Final Terms specify that only a Regulation S U.S. Person is applicable.

2 STATUS OF THE WARRANTS AND GUARANTEE

2.1 Status of the Warrants

Warrants (other than Secured Warrants) issued by Société Générale, Société Générale Effekten GmbH and SG Issuer will be direct, unconditional, unsecured and unsubordinated obligations of the relevant Issuer and will rank *pari passu* without any preference among themselves and (subject to such exceptions as from time to time exist under applicable law) at least *pari passu* with all other outstanding direct, unconditional, unsecured and unsubordinated obligations of the relevant Issuer, present and future.

Secured Warrants issued by SG Issuer will be direct, unconditional, secured, limited recourse and unsubordinated obligations of SG Issuer and will rank *pari passu* without any preference among themselves and (subject to such exceptions as from time to time exist under applicable law) at least *pari passu* with all other outstanding direct, unconditional, secured, limited recourse and unsubordinated obligations of SG Issuer, present and future.

2.2 Guarantee

The due and punctual payment and delivery of any amounts due by the Issuer in respect of any Issue of Warrants issued by SG Issuer or Société Générale Effekten GmbH is unconditionally and irrevocably guaranteed by the Guarantor as provided in the deed of guarantee made as of 20 July 2016 and as may be further amended, supplemented and/or restated from time to time (the **Guarantee**) the text of which is set out in "*Deed of Guarantee*" in the Base Prospectus dated 20 July 2016; provided that in the case of any Physical Delivery Warrants in respect of which the relevant guaranteed obligation of the Issuer is an obligation to transfer the Deliverable Asset(s) in respect of a Physical Delivery Amount, the Guarantor shall, in lieu of such transfer, be obliged to pay a cash amount in the relevant Settlement Currency equal to the fair market value (as determined by the Calculation Agent on or about the due date for transfer of the relevant Deliverable Asset(s) in respect of the Physical Delivery Amount) of the Deliverable Asset(s) in respect of the Physical Delivery Amount.

The Guarantee constitutes a direct, unconditional, unsecured and general obligation of the Guarantor and ranks and will rank at least *pari passu* with all other existing and future direct, unconditional, unsecured and general obligations of the Guarantor, including those in respect of deposits, but excluding any debts for the time being preferred by law and senior to any subordinated obligations.

2.3 Purchase

The Issuer may (to the extent permitted by applicable law) at any time purchase Warrants at any price in the open market or otherwise. Any Warrants so purchased may be held, resold or surrendered for cancellation.

3. TYPE OF WARRANTS AND WARRANT EXERCISE PROCEDURE

3.1 Type of Warrants

The Final Terms will specify whether the Warrants are **American Style Warrants** or **European Style Warrants**. European Style Warrants are also known as **Fixed Scheduled Exercise Style Warrants**. Where the Final Terms specify that the Warrants are Fixed Scheduled Exercise Style Warrants, any

references in the Base Prospectus and in the applicable Final Terms to "European Style Warrants" shall be deemed to be a reference to Fixed Scheduled Exercise Style Warrants.

American Style Warrants are capable of being exercised on any Business Day during the Exercise Period and Fixed Scheduled Exercise Style Warrants or European Style Warrants, as the case may be, are capable of being exercised on the Expiration Date. American Style Warrants, Fixed Scheduled Exercise Style Warrants and European Style Warrants may also be capable of being exercised in accordance with the provisions of Conditions 5.6, 5.7, 5.8, 5.9 and 5.10 of these General Terms and Conditions).

The Final Terms will specify whether:

- (iv) automatic exercise (**Automatic Exercise**) applies to the Warrants, whether Automatic Exercise can be waived in accordance with Condition 3.3.7 of these General Terms and Conditions or whether the Warrants are subject to Manual Exercise in accordance with Conditions 3.3.1 to 3.3.5 (inclusive) and 3.3.7 of these General Terms and Conditions;
- (v) the Warrants are subject to maximum (in the case of American Style Warrants only) and minimum exercise amounts in accordance with Condition 11 of these General Terms and Conditions; and
- (vi) the Warrants may only be exercised in units (**Units**).

If Units are specified in the applicable Final Terms, the Warrants must be exercised in Units and any Exercise Notice which purports to exercise Warrants in breach of this provision shall be null and void.

3.2 Exercise rights

3.2.1 American Style Warrants

Unless previously exercised or cancelled in accordance with the Terms and Conditions, American Style Warrants are capable of being exercised on any Business Day during the Exercise Period or, if applicable or relevant, in accordance with the provisions of Conditions 5.6, 5.7, 5.8, 5.9 and 5.10 of these General Terms and Conditions.

Where Automatic Exercise does not apply

If Automatic Exercise is not specified as applying to the Warrants in the Final Terms, any American Style Warrant with respect to which no Exercise Notice (as defined below) has been delivered in the manner set out in this Condition 3, at or prior to 10.00 a.m. (Local Time) in respect of the relevant Clearing System or the Registration Agent on the Expiration Date, shall become void.

Where Automatic Exercise does apply

If Automatic Exercise is specified as applying to the Warrants in the applicable Final Terms, any such American Style Warrant shall, unless such Warrant has been exercised previously by the valid delivery of an Exercise Notice in accordance with the paragraph below, each American Style Warrant shall be automatically exercised on behalf of the Warrantholders on the Expiration Date and the provisions of Condition 3.3.6 of these General Terms and Conditions below shall apply. In such cases an Exercise Notice shall be deemed to be served prior to 10.00 a.m. (Local Time) on the Expiration Date in accordance with the paragraph below.

Exercise Procedure

The Business Day during the Exercise Period on which an Exercise Notice is delivered or deemed delivered in respect of an American Style Warrant in accordance with these General Terms and Conditions is referred to herein as the "**Actual Exercise Date**". If any Exercise Notice is received or deemed delivered in accordance with these General Terms and Conditions after 10.00 a.m. (Local Time) on any Business Day during the Exercise Period, such Exercise Notice will be deemed to have been delivered on the next Business Day, which Business Day shall be deemed to be the Actual Exercise Date, provided that any such Warrant in respect of which no Exercise Notice has been delivered in the manner set out in Condition 3.3 of these General Terms and Conditions at or prior to 10.00 a.m. (Local Time) on the Expiration Date shall (A) if Automatic Exercise is not specified as applying in the applicable Final Terms, become void or (B) if Automatic Exercise is specified as applying in the applicable Final Terms, be automatically exercised on the Expiration Date as provided above.

3.2.2 *European Style Warrants*

Unless previously exercised or cancelled in accordance with the Terms and Conditions, European Style Warrants are capable of being exercised on the Expiration Date or, if applicable or relevant, in accordance with the provisions of Conditions 5.6, 5.7, 5.8, 5.9 and 5.10 of these General Terms and Conditions.

Where Automatic Exercise does not apply

If Automatic Exercise is not specified as applying to the Warrants in the applicable Final Terms, any European Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out below, at or prior to 10.00 a.m. (Local Time) on the Expiration Date, shall become void.

Where Automatic Exercise does apply

If Automatic Exercise is specified as applying in the applicable Final Terms, each European Style Warrant shall be automatically exercised on behalf of the Warrantholders on the Expiration Date and the provisions of Condition 3.3.6 of these General Terms and Conditions below shall apply.

3.2.3 *General*

In relation to any Warrants where Automatic Exercise is specified as applying in the applicable Final Terms, the expressions "exercise", "due exercise" and related expressions shall be construed to apply to any such Warrants which are automatically exercised on behalf of the Warrantholders in accordance with the above provisions.

In this Condition 3:

Business Day means (a) a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the relevant Financial Centre(s) (if applicable, as specified in the applicable Final Terms) and a day (other than a Saturday or Sunday) on which the Clearing System is open for business and (b) for the purposes of making payments in euro, any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System is open.

Exercise Date means (a) in the case of European Style Warrants, the Expiration Date or (b) in the case of American Style Warrants, the Business Day during the Exercise Period on which an Exercise Notice is validly delivered in accordance with Condition 3 of these General Terms and Conditions or (only where Automatic Exercise applies and if no Exercise Notice or Waiver Notice is otherwise validly delivered in accordance with Condition 3.3.6) the Expiration Date.

Exercise Period shall have the meaning given to it in the Final Terms.

Exercise Price means the price specified in the applicable Final Terms, as may be amended from time to time in accordance with the Terms and Conditions.

Expiration Date means the date specified in the applicable Final Terms.

Local Time means the local time in the city of the relevant Clearing System (or the Registration Agent).

3.3 **Exercise Procedure**

3.3.1 *Exercise Notice in respect of Dematerialised Warrants and Temporary Global Certificates*

Subject as provided in Condition 3.3.6 of these General Terms and Conditions, Warrants may only be exercised by the delivery in writing of an Exercise Notice in the form set out in the French Agency Agreement (copies of which form may be obtained from the Agent) to the Agent (directly through its Euroclear France Account Holder as instructed by the Warrantholder) or to the Registration Agent, and in accordance with the provisions set out in this Condition 3.

The Exercise Notice shall:

- (i) specify the relevant Issue of the Warrants and the number of Warrants being exercised and, if Units are specified in the applicable Final Terms, the number of Units being exercised;
- (ii) specify to the Euroclear France Account Holder or the Registration Agent the details of the account to be debited with the Warrants to which the Exercise Notice relates;
- (iii) irrevocably instruct and authorise the Agent to instruct the Euroclear France Account Holder to debit on or prior to the Settlement Date the Warrantholder's account with the Warrants or Units to which the Exercise Notice relates;
- (iv) specify, in the case of Cash Settled Warrants, the details of the account to be credited with the Cash Settlement Amount (if any) for each Warrant or Unit, as the case may be, being exercised;
- (v) specify, in the case of Physical Delivery Warrants, such details as are required by the applicable Final Terms for delivery of the Deliverable Asset(s) which may include account details and/or the name and address of any person(s) into whose name evidence of the Deliverable Asset(s) is to be registered and/or any bank, broker or agent to whom documents evidencing the Physical Delivery Amount are to be delivered;
- (vi) include an undertaking to pay all Expenses and any other amounts due from the Warrantholder to the Issuer under the Warrants being exercised (including, in the case of Physical Delivery Warrants, the Exercise Price divided, if applicable, by Parity) and an authority to the Registration Agent to deduct an amount in respect thereof from any amount due to the relevant Warrantholder (including, for the avoidance of doubt, any Cash Settlement Amount);
- (vii) certify that the beneficial owner of each such Warrant being exercised is not a U.S. Person and is a person who is (1) located outside the United States, and who is (2) not a U.S. person (as defined in Regulation S) or a Non-U.S. Person (as defined in Rule 4.7 under the Commodity Exchange Act (as such terms may be amended from time to time)), the Warrant is not being exercised within the United States or on behalf of a U.S. Person and no cash, securities or other property has been or will be delivered within the United States or to, or for the account or benefit of, a U.S. Person or any person in the United States in connection with any exercise thereof; and, where appropriate, undertake to provide such various forms of certification in respect of restrictions under the securities, commodities, tax and other laws of the United States of America as indicated and set out in the applicable Final Terms; and

- (viii) authorise the production of such certification in any applicable administrative or legal proceedings,
- all as provided in the French Agency Agreement.

3.3.2 Exercise Notice in respect of Definitive Materialised Bearer Warrants

Subject as provided in Condition 3.3.6 of these General Terms and Conditions, Warrants may only be exercised by the delivery in writing of an Exercise Notice in the form set out in the French Agency Agreement (copies of which form may be obtained from the Agent) to the Agent, and in accordance with the provisions set out in this Condition 3.

The Exercise Notice shall:

- (i) specify the relevant Issue of the Warrants and the number of Warrants being exercised and, if Units are specified in the applicable Final Terms, the number of Units being exercised;
 - (ii) include the relevant Definitive Materialised Bearer Warrants;
 - (iii) specify to the Agent the details of the account to be debited with the Warrants to which the Exercise Notice relates;
 - (iv) irrevocably instruct and authorise the Agent to instruct the Euroclear France Account Holder to debit on or prior to the Settlement Date the Warrantholder's account with the Warrants or Units to which the Exercise Notice relates;
 - (v) specify, in the case of Cash Settled Warrants, the details of the account to be credited with the Cash Settlement Amount (if any) for each Warrant or Unit, as the case may be, being exercised;
 - (vi) specify, in the case of Physical Delivery Warrants, such details as are required by the applicable Final Terms for delivery of the Deliverable Asset(s) which may include account details and/or the name and address of any person(s) into whose name evidence of the Deliverable Asset(s) is to be registered and/or any bank, broker or agent to whom documents evidencing the Deliverable Asset(s) are to be delivered;
 - (vii) include an undertaking to pay all Expenses and any other amounts due from the Warrantholder to the Issuer under the Warrants being exercised (including, in the case of Physical Delivery Warrants, the Exercise Price divided, if applicable, by Parity) and an authority to the Registration Agent to deduct an amount in respect thereof from any amount due to the relevant Warrantholder (including, for the avoidance of doubt, any Cash Settlement Amount);
 - (viii) certify that the beneficial owner of each such Warrant being exercised is not a U.S. Person and is a person who is (1) located outside the United States, and who is (2) not a U.S. person (as defined in Regulation S) or a Non-U.S. Person (as defined in Rule 4.7 under the Commodity Exchange Act (as such terms may be amended from time to time)), the Warrant is not being exercised within the United States or on behalf of a U.S. Person and no cash, securities or other property has been or will be delivered within the United States or to, or for the account or benefit of, a U.S. Person or any person in the United States in connection with any exercise thereof; and, where appropriate, undertake to provide such various forms of certification in respect of restrictions under the securities, commodities, tax and other laws of the United States of America as indicated and set out in the applicable Final Terms; and
 - (ix) authorise the production of such certification in any applicable administrative or legal proceedings,
- all as provided in the French Agency Agreement.

3.3.3 *Verification of the Warrantholder*

Upon receipt of an Exercise Notice, Agent shall verify that the exercised Warrants have been irrevocably credited to its account held (on behalf of the Issuer) with the relevant Clearing System or the Registration Agent.

Subject thereto, the Agent shall confirm to the Issuer the relevant Issue and the number of Warrants being exercised and, in the case of Cash Settled Warrants, the account details, if applicable, for the payment of the Cash Settlement Amount of each Warrant or Unit, as the case may be, being exercised and, in the case of Physical Delivery Warrants, such details as are required by the applicable Final Terms for delivery of the Physical Delivery Amount (if any). The Agent will on or before the Settlement Date remove from the Record the Warrants being exercised.

3.3.4 *Determinations*

Any determination as to whether an Exercise Notice is duly completed and in proper form shall be made by Warrants, by the relevant the relevant Clearing System or the Registration Agent, in consultation with the Agent and shall be conclusive and binding on the Issuer, the Agents and the relevant Warrantholder. Subject as set out below, any Exercise Notice so determined to be incomplete or not in proper form, or which is not copied to the Agent or the Issuer, as the case may be, immediately after being delivered or sent to the relevant Clearing System or Registration Agent, as applicable, shall be null and void. In the absence of negligence or wilful misconduct on its part, the Issuer shall not be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Warrantholder.

If such Exercise Notice is subsequently corrected to the satisfaction of the relevant Clearing System or Registration Agent, as applicable, in consultation with the Agent, it shall be deemed to be a new Exercise Notice submitted at the time such correction was delivered to the relevant Clearing System or Registration Agent,, as the case may be.

If Automatic Exercise is not specified as applying in the applicable Final Terms, any Warrant with respect to which the Exercise Notice has not been duly completed and delivered in the manner set out above before the Expiration Date shall become void.

The relevant Clearing System or Registration Agent, as the case may be, shall use its best efforts promptly to notify the Warrantholder submitting an Exercise Notice if, in consultation with the Agent, it has determined that such Exercise Notice is incomplete or not in proper form. In the absence of negligence or wilful misconduct on its part, none of the Issuer, the Agents, the Registration Agent or the relevant Clearing System shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Warrantholder.

3.3.5 *Delivery of an Exercise Notice*

Delivery of an Exercise Notice shall constitute an irrevocable election by the relevant Warrantholder to exercise the Warrants specified. After the delivery of such Exercise Notice, such exercising Warrantholder may not transfer such Warrants.

3.3.6 *Automatic Exercise*

This Condition 3.3.6 only applies to Cash Settled Warrants where Automatic Exercise is specified as applying in the applicable Final Terms, in which case any non-waived Warrants will be automatically exercised as provided in Condition 3.2 of these General Terms and Conditions.

Automatic Exercise is conditional upon the Cash Settlement Amount being greater than zero.

Where Automatic Exercise applies in respect of Warrants and unless otherwise provided in the applicable Final Terms, the relevant Warrantholders will not be required to deliver an Exercise Notice or take any other action in order to receive the Cash Settlement Amount (if any) in respect of such Warrants and/or Units held by them and instead the Warrants shall be deemed to have been exercised automatically on their behalf in the manner described in Condition 3.2. The Cash Settlement Amount will be determined by or on behalf of the Issuer in accordance with the applicable Terms and Conditions and, further to which, the Agent shall cause the Cash Settlement Amount (if any) to be paid to the relevant Warrantholder in accordance with Condition 4 of these General Terms and Conditions and shall instruct Euroclear France or the Registration Agent to debit on or prior to the Settlement Date the relevant accounts of the Euroclear France Account Holders or the Registration Agent with the Warrants or Units to which the Exercise Notice relates.

In the event that a Warrantholder does not, where applicable, so deliver an Exercise Notice prior to 10.00 a.m., Local Time, on any Business Day until not later than 10.00 a.m., Local time, on the day falling 180 days after (x) the Actual Exercise Date, in the case of American Style Warrants or (y) the Expiration Date, in the case of European Style Warrants (the **Cut-off Date**), the Issuer's and Guarantor's obligations in respect of such Warrants shall be discharged and no further liability or obligation in respect thereof shall attach to the Issuer. For the avoidance of doubt, a Warrantholder shall not be entitled to any payment in respect of the period from the Actual Exercise Date to the Settlement Date.

3.3.7 *Exercise Risk*

Exercise of the Warrants is subject to all applicable laws, regulations and practices in force on the relevant date on which such exercise takes place and neither the Issuer nor the Agent shall incur any liability whatsoever if it is unable to effect the transactions contemplated as a result of any such laws, regulations or practices. None of the Issuer or the Agents shall under any circumstances be liable for any acts or defaults of the relevant Clearing System in relation to the performance of its duties in relation to the Warrants.

3.4 **Agent's duties**

Subject to the Warrants validly exercised in the manner set out above, the applicable Agent shall, on or before the Settlement Date, comply with the instructions given to it in the relevant Exercise Notice.

4. PAYMENTS AND DELIVERIES

4.1 Method of payment and delivery

4.1.1 Payments in respect of Dematerialised Warrants shall (in the case of Dematerialised Warrants in bearer dematerialised form or administered registered form) be made by transfer to the account denominated in the relevant currency of the relevant Euroclear France Account Holders for the benefit of the Warrantheolders and, (in the case of Dematerialised Warrants in fully registered form), to an account denominated in the relevant currency with a Bank (as defined below) designated by the Warrantheolders. All payments validly made to such Euroclear France Account Holders or Banks will be an effective discharge of the Issuer in respect of such payments.

4.1.2 Payments of principal in respect of Materialised Bearer Warrants shall, subject as mentioned below, be made against presentation and surrender during usual business hours of the relevant Materialised Bearer Warrants, at the specified office of any Paying Agent outside the United States by a cheque payable in the relevant currency drawn on, or, at the option of the Warrantheolder, by transfer to an account denominated in such currency with, a Bank.

Bank means a bank in the principal financial centre for such currency or, in the case of Euro, in a city in which banks have access to TARGET2.

4.2 Payments and deliveries subject to tax and other laws

All payments and deliveries are subject in all cases to any applicable law, regulation and directives in any jurisdiction (whether by operation of law or agreement of the relevant Issuer or its Agents) and the relevant Issuer will not be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations, directives or agreements, but without prejudice to the provisions of Condition 6 of these General Terms and Conditions.

No commission or expense shall be charged to the Warrantheolders in respect of such payments but, for the avoidance of doubt, without prejudice to the option of the Calculation Agent to apply the provisions provided for in the section called "Hedging Disruption, Increased Cost of Hedging and Insolvency Filing", in each relevant Additional Terms and Conditions.

4.3 Payment Business Day

If the date for payment of any amount in respect of any Warrant, is not a Payment Business Day, the holder thereof shall instead be entitled to payment:

(i) on the next following Payment Business Day in the relevant place, if "Following Payment Business Day" is specified in the applicable Final Terms; or

(ii) on the next following Payment Business Day in the relevant place, unless the date for payment would thereby fall into the next calendar month, in which event such date for payment shall be brought forward to the immediately preceding Payment Business Day in the relevant place, if "Modified Following Payment Business Day" is specified in the applicable Final Terms;

provided that, if neither "Following Payment Business Day" nor "Modified Following Payment Business Day" is specified in the applicable Final Terms, "Following Payment Business Day" shall be deemed to apply. In the event that any adjustment is made to the date for payment in accordance with this Condition 4.3, the relevant amount due in respect of any Warrant, shall not be affected by any such adjustment, unless otherwise specified in the applicable Final Terms.

For the purposes of these General Terms and Conditions:

Payment Business Day means any day which is:

- (1) subject to the provisions of the French Agency Agreement, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in each financial centre(s) (the **Financial Centre(s)**) specified in the applicable Final Terms; and
- (2) either (A) in relation to any sum payable in a Settlement Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Settlement Currency (which if the Settlement Currency is Australian dollars, shall be Sydney and, if the Settlement Currency is Canadian dollars, shall be Montreal or (B) in relation to any sum payable in euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET 2) System (the **TARGET2 System**) is open (a **TARGET 2 Settlement Day**); and
- (3) a TARGET 2 Settlement Day if "TARGET 2" is specified as a Financial Centre in the applicable Final Terms.

4.4 Warrants not to be exercised by U.S. Persons

No payments may be made to accounts located in the United States or, in the case of Physical Delivery Warrants, no certificates, instruments or underlying assets may be mailed or sent to addresses in the United States. The Warrants may not be exercised by any U.S. Person or any person in the United States or for the account or benefit of a U.S. Person or any person in the United States.

4.5 Currency unavailability

This Condition 4.5 shall apply when payment is due to be made in respect of any Warrant in the Settlement Currency and the Settlement Currency is not available to the Issuer or the Guarantor (as applicable) due to the imposition of exchange controls, the Settlement Currency's replacement or disuse or other circumstances beyond the control of the Issuer or the Guarantor (as applicable) (**Currency Unavailability**). In the event of Currency Unavailability, the Issuer or the Guarantor (as applicable) will be entitled to satisfy its obligations to the holder of such Warrant by making payment in euro or U.S. dollars on the basis of the spot exchange rate at which the Settlement Currency is offered in exchange for euro or U.S. dollars (as applicable) in an appropriate inter-bank market at noon, Local Time, four Business Days prior to the date on which payment is due or, if such spot exchange rate is not available on that date, as of the most recent prior practicable date. Any payment made in euro or U.S. dollars (as applicable) in accordance with this Condition 4.5 will not constitute an Event of Default.

This Condition 4.5 shall not apply to Preference Share Linked Warrants or Warrant Linked Warrants.

4.6 Physical Delivery Warrants

When the applicable Final Terms specify that "*Physical Delivery Warrant Provisions*" is applicable, Conditions 4.6 to 4.9 of these General Terms and Conditions apply. In particular, the applicable Final Terms will specify the Deliverable Asset(s), the Physical Delivery Amount, provisions governing transfer of Deliverable Asset(s) or, if specified in the applicable Final Terms, that payment of a cash sum will apply in place of physical delivery, the Issuer's option to vary method of settlement (if applicable) and the method of transfer of Deliverable Asset(s) in respect of Physical Delivery Amount.

The Deliverable Assets to be delivered in respect of Physical Delivery Warrants will:

- (1) if "*Market Value*" is specified in the Final Terms as being applicable in respect of the Deliverable Assets, have an aggregate market value, based on the closing price of the

applicable Deliverable Assets on the Expiration Date, Event-linked Early Expiration Date, Optional Early Expiration Date or cancellation date, as the case may be and as determined by the Calculation Agent, equivalent to the Physical Delivery Amount (as determined for the purposes of Condition 5.1.2 of these General Terms and Conditions or following any early expiration or cancellation, as the case may be) relating to the Warrants;

- (2) if "*Nominal Amount*" is specified in the Final Terms as being applicable in respect of the Deliverable Assets, have an aggregate nominal amount equivalent to the Physical Delivery Amount (as determined for the purposes of Condition 5.1.2 of these General Terms and Conditions or following any early expiration or cancellation, as the case may be) relating to the Warrants; and
- (3) if "*Other*" is specified in the Final Terms as being applicable in respect of the Deliverable Assets, be in an amount as determined in the manner set out in the Final Terms.

For the purpose of these General Terms and Conditions:

Deliverable Asset(s) means the deliverable asset(s) which may be either (i) the Underlying(s) of the Warrants specified under the paragraph "*Underlying(s)*" in the applicable Final Terms or (ii) if different from the Underlying(s) of the Warrants, the share(s) and/or the depositary receipt(s) and/or exchange traded fund(s) and/or exchange traded products and/or bonds and/or preference shares and/or warrants and/or other assets specified under the paragraph "Deliverable Asset(s)" in the applicable Final Terms or (iii) in the case of Credit Linked Warrants where the Settlement Method is Physical Settlement, the Specified Deliverable Obligation(s) subject to the provisions of the Additional Terms and Conditions for Credit Linked Warrants.

Physical Delivery Amount means an amount determined in accordance with the applicable provisions of Condition 5 of these General Terms and Conditions.

4.7 Method of transfer of Deliverable Asset(s) in respect of Physical Delivery Amount

When the settlement of a Physical Delivery Warrant is by way of physical delivery, the delivery of any Physical Delivery Amount or Early Termination Physical Delivery Amount, as the case may be, in respect of Physical Delivery Warrants (including, without limitation, liability for the costs of transfer of Deliverable Asset(s)) will be made through the Clearing System.

The Deliverable Asset(s) will be delivered at the risk of the relevant Warrantholder in such manner as may be specified in the transfer notice pursuant to which such Deliverable Assets are delivered (the **Transfer Notice**), the form of which is annexed to the French Agency Agreement) and, notwithstanding Condition 1 of these General Terms and Conditions, no additional payment or delivery will be due to a Warrantholder where any Deliverable Asset(s) is/are delivered after their due date in circumstances beyond the control of either the relevant Issuer or the Settlement Agent. The Transfer Notice will be delivered using the transfer procedures currently utilised by the relevant Clearing System.

A Warrantholder's entitlement to any Physical Delivery Amount or Early Termination Physical Delivery Amount, as the case may be, will be evidenced:

- (i) by the Warrantholder's account balance appearing on the records of the relevant Clearing System;
- (ii) in the case of Credit Linked Warrants, by the account balances appearing in the records of the relevant Clearing System or, if necessary, the number of Warrants held by each Warrantholder as notified to the Fiscal Agent by the relevant Clearing System; and
- (iii) in the case of in the case of Dematerialised Warrants in fully registered form, by the entries maintained at the relevant time on the accounts maintained by the Registration Agent.

When Warrants are held in a Clearing System, to the extent that a beneficial holder of the Warrants holds such Warrants through a custodian, the Issuer may in its discretion (and subject to obtaining such proof, evidence and/or indemnity arrangements as it deems appropriate) take account of such custodial arrangements when determining where to deliver Deliverable Asset(s) which form the Physical Delivery Amount.

Any delivery of Deliverable Assets will only be made in accordance with Condition 4.2 of these General Terms and Conditions.

4.8 Issuer's option to vary method of settlement

When the applicable Final Terms specify that "*Issuer's option to vary method of settlement*" is applicable, the Issuer may, in its sole and absolute discretion, elect to pay or cause to be paid Warrantholders the Cash Settlement Amount on the Settlement Date in lieu of its obligation to deliver or procure delivery of the Physical Delivery Amount. Notification of any such election will be given to Warrantholders in accordance with Condition 12 of these General Terms and Conditions. In such case no payment in respect of the Exercise Price will be due by the Warrantholder.

4.9 Fractional Entitlement

If the Physical Delivery Amount or Early Termination Physical Delivery Amount, as the case may be, comprises less than a whole number of securities at the relevant time, then (i) the Issuer shall not deliver and the relevant Warrantholder shall not be entitled to receive in respect of its Warrants that fraction of a security (the **Fractional Entitlement**) and (ii) the Issuer shall pay to the relevant Warrantholder a cash amount equal to the value of such Fractional Entitlement (as determined by or on behalf of the Issuer).

5. SETTLEMENT

5.1 Settlement Date

This Condition 5.1 is subject to the provisions of Condition 5.13 of these General Terms and Conditions in respect of Open-ended Warrants.

5.1.1 Cash Settled Warrants

Unless previously exercised or cancelled in accordance with the Terms and Conditions, each Cash Settled Warrant entitles the Warrantholder (upon delivering a valid Exercise Notice in the proper form where Automatic Exercise in accordance with Condition 3.3.6 of these General Terms and Conditions does not apply) to receive from the Issuer on the Settlement Date an amount (the **Cash Settlement Amount**) in the Settlement Currency equal to the excess (if any, converted if necessary on the basis of the Conversion Rate or failing which the Substitute Conversion Rate) of:

- (1) in the case of **Call Warrants**, the Final Settlement Price over the Exercise Price; or
- (2) in the case of **Put Warrants**, the Exercise Price over the Final Settlement Price; and

then divided (if applicable) by the Parity,

where,

Conversion Rate means the rate of conversion between the Settlement Currency and the currency in which the Cash Settlement Amount is denominated, as specified in the applicable Final Terms.

Exercise Price shall have the meaning given to it in the Final Terms, subject to amendment from time to time in accordance with the Terms and Conditions.

Final Settlement Price means:

- (1) if the Additional Terms and Conditions relating to Formulae or the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants is specified as being applicable in the Final Terms, Final Settlement Price shall have the meaning given to it in the Additional Terms and Conditions relating to Formulae or the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants corresponding to the Reference of the Product specified in the applicable Final Terms, as the case may be; or
- (2) otherwise, as specified in the Final Terms,

in each case subject to adjustment in accordance with Condition 5.12 of these General Terms and Conditions.

Parity shall have the meaning given to it in the Final Terms.

Settlement Currency means the currency specified in the Final Terms as applying to the Warrants.

Settlement Date means up to six Business Days following the Exercise Date or such other date as is specified in the applicable Final Terms.

Substitute Conversion Rate means the arithmetic mean, rounded if necessary to the nearest 0.0001 (0.00005 and above being rounded upwards), as determined by the Calculation Agent of the relevant currency spot offered exchange rate quotations in respect of the underlying exchange rate(s) of the Conversion Rate, about two hours after the time at which the underlying exchange rate(s) of the Conversion Rate would ordinarily have been announced, by three first ranking banks of the United Kingdom or the European Economic and Monetary Union (except Société Générale) selected by the Calculation Agent, or any other rate as specified in the applicable Final Terms.

5.1.2 *Physical Delivery Warrants*

Unless previously exercised or cancelled in accordance with the Terms and Conditions, each Physical Delivery Warrant entitles the Warrantholder (upon delivering a valid Exercise Notice in the proper form) to receive from the Issuer on the Settlement Date the transfer of Deliverable Assets the amount of which will be determined by reference to the Physical Delivery Amount (as further set out in, and subject to adjustment in accordance with, Conditions 4.6 to 4.9 and any other applicable Terms and Conditions), subject to payment of the Exercise Price divided, if applicable, by the Parity where,

Delivery Period means 20 Clearing System Days immediately following the Scheduled Settlement Date.

Exercise Price shall have the meaning given to it in the Final Terms, subject to amendment from time to time in accordance with the Terms and Conditions.

Final Settlement Price means:

- (1) if the Additional Terms and Conditions relating to Formulae or the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants is specified as being applicable in the Final Terms, Final Settlement Price shall have the meaning given to it in the Additional Terms and Conditions relating to Formulae or the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants corresponding to the Reference of the Product specified in the applicable Final Terms, as the case may be; or
- (2) otherwise, as specified in the Final Terms,

in each case subject to adjustment in accordance with Condition 5.12 of the General Terms and Conditions.

Parity shall have the meaning given to it in the Final Terms.

Physical Delivery Amount means an amount in the Settlement Currency equal to the Final Settlement Price divided (if applicable) by the Parity.

Scheduled Settlement Date means up to six Business Days following the Exercise Date or such other date as is specified in the applicable Final Terms.

Settlement Currency means the currency specified in the Final Terms as applying to the Warrants.

Settlement Date means the first day during the Delivery Period when the Issuer is able to deliver the Deliverable Assets to the Warrantholder or such other date as is specified in the applicable Final Terms.

5.2 Cancellation for regulatory reasons

Any Issue of Warrants may be cancelled at the option of the Issuer or if a Regulatory Event occurs pursuant to this Condition.

Regulatory Event means, following the occurrence of a Change in Law with respect to the Issuer and/or Société Générale as Guarantor or in any other capacity (including without limitation as hedging counterparty of the Issuer, market maker of the Warrants or direct or indirect shareholder or sponsor of the Issuer) or any of its affiliates involved in the issue of the Warrants (hereafter the **Relevant Affiliates** and each of the Issuer, Société Générale and the Relevant Affiliates, a **Relevant Entity**) that, after the Issue Date of the Warrants, (i) any Relevant Entity would incur a materially increased (as compared with circumstances existing prior to such event) amount of tax, duty, liability, penalty, expense, fee, cost or regulatory capital charge however defined or collateral requirements for performing its obligations under the Warrants or hedging the Issuer's obligations under the Warrants, including, without limitations, due to clearing requirements of, or the absence of, clearing of the transactions entered into in connection with the issue of, or hedging the Issuer's obligations under, the Warrants, (ii) (x) it is or will become for any Relevant Entity impracticable, impossible (in each case, after using commercially reasonable efforts), unlawful, illegal or otherwise prohibited or contrary, in whole or in part, under any law, regulation, rule, judgment, order or directive of any governmental, administrative or judicial authority, or power, applicable to such Relevant Entity or (y) it would be required from the Relevant Entity to obtain any licence, authorization, approval, permit, registration from any governmental inter-governmental, supranational authority, agency, instrumentality, ministry or department thereof that it does not hold as of the Issue Date or to modify its by-laws to comply with the new requirements (a) to hold, acquire, issue, reissue, substitute, maintain, settle, or as the case may be, guarantee, the Warrants, (b) to acquire, hold, sponsor or dispose of any asset(s) (or any interests thereof) of any other transaction(s) such Relevant Entity may use in connection with the issue of the Warrants or to hedge the Issuer's obligations under the Warrants, (c) to perform obligations in connection with, the Warrants or any contractual arrangement entered into between the Issuer and Société Générale or any Relevant Affiliate (including without limitation to hedge the Issuer's obligations under the Warrants) or (d) to hold, acquire, maintain, increase, substitute or redeem all or a substantial part of its direct or indirect shareholding in the Issuer's capital or the capital of any Relevant Affiliate or to directly or indirectly sponsor the Issuer or any Relevant Affiliate, or (iii) there is or may be a material adverse effect on a Relevant Entity in connection with the issue of the Warrants,

either

- (1) the Warrants will be cancelled at the option of the Issuer or, as the case may be, the Guarantor, in whole, but not in part, at any time on giving not less than 30 nor more than 45 days' notice to the Fiscal Agent and, in accordance with Condition 12, the Warrantholders (which notice shall be irrevocable), at an Early Termination Settlement Amount determined in accordance with

Condition 5.9, or, in the case of Physical Delivery Warrants and subject to payment of the Exercise Price divided, if applicable, by the Parity, delivery of the Early Termination Physical Delivery Amount referred to in Condition 5.9 and Conditions in Deliverable Asset(s) of a type specified in the applicable Final Terms and in an amount determined in accordance with the election made in the applicable Final Terms pursuant to Condition 4.11, or

- (2) the Condition 5.14 of the General Terms and Conditions will apply,

unless the applicable Final Terms specify that Early Termination Settlement amount will not apply, which means that only Monetisation until the Expiration Date as per Condition 5.14 will apply, except for Preference Share Linked Warrants and Warrants Linked Warrants.

Change in Law means (i) the adoption, enactment, promulgation, execution or ratification of any applicable new law, regulation or rule (including, without limitation, any applicable tax law, regulation or rule) after the Issue Date of the Warrants, (ii) the implementation or application of any applicable law, regulation or rule (including, without limitation, any applicable tax law, regulation or rule) already in force on the Issue Date of the Warrants but in respect of which the manner of its implementation or application was not known or unclear at the Issue Date, or (iii) the change of any applicable law, regulation or rule existing at the Issue Date of the Warrants, or the change in the interpretation or application or practice relating thereto, existing on the Issue Date of the Warrants of any applicable law, regulation or rule, by any competent court, tribunal, regulatory authority or any other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any additional or alternative court, tribunal, authority or entity, to that existing on the Issue Date).

Upon cancellation of the Warrants pursuant to this Condition 5.2, each Warrantholder will be entitled to receive, in the case of Cash Settled Warrants, payment of an amount equal to the Early Termination Settlement Amount referred to in Condition 5.9 of the General Terms and Conditions or, in the case of Physical Delivery Warrants and subject to payment of the Exercise Price divided, if applicable, by the Parity, delivery of the Early Termination Physical Delivery Amount referred to in Condition 5.9 of these General Terms and Conditions in Deliverable Asset(s) of a type specified in the applicable Final Terms and in an amount determined in accordance with the election made in the applicable Final Terms pursuant to Condition 4.6 of these General Terms and Conditions.

5.3 Cancellation for tax reasons and special tax cancellation

Notwithstanding the following provisions, if the applicable Final Terms specify that Early Expiration will not apply for the purpose of Condition 5.3, the provisions of Condition 6.2 of these General Terms and Conditions shall not apply.

5.3.1 Cancellation for tax reasons

Unless the applicable Final Terms specify that Condition 5.3.1 "Cancellation for tax reasons" is not applicable, if, on giving not less than 30 nor more than 45 days' notice to the Fiscal Agent, and, in accordance with Condition 13, to the Warrantholders:

- (1) immediately prior to the giving of such notice, the Issuer or the Guarantor has or will become obliged to pay or deliver additional amounts as provided or referred to in Condition 6 of these General Terms and Conditions as a result of any change in, or amendment to, the laws or regulations of a Tax Jurisdiction (as defined in Condition 6 of these General Terms and Conditions) or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date of the first Tranche of the Warrants; and
- (2) such obligation cannot be avoided by the Issuer or, as the case may be, the Guarantor taking reasonable measures available to it,

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

- (1) the Warrants will be cancelled in whole, but not in part, at any time at their Early Termination Settlement Amount determined in accordance with Condition 5.9, or, in the case of Physical Delivery Warrants and subject to payment of the Exercise Price divided, if applicable, by the Parity, delivery of the Early Termination Physical Delivery Amount referred to in Condition 5.9 and Conditions in Deliverable Asset(s) of a type specified in the applicable Final Terms and in an amount determined in accordance with the election made in the applicable Final Terms pursuant to Condition 4.11, or
- (2) the Condition 5.14 Monetisation until the Expiration Date will apply, except for Preference Share Linked Warrants and Warrants Linked Warrants,

unless the applicable Final Terms specify that Early Termination will not apply, which means that only Monetisation until Expiration Date as per Condition 5.14 will apply.

5.3.2 Special tax cancellation

Unless the applicable Final Terms specify that Condition 5.3.2 "Special tax cancellation" is not applicable, if the Issuer or, as the case may be, the Guarantor would, on the occasion of the next payment or delivery in respect of the Warrants, be prevented by the law of a Tax Jurisdiction (as defined in Condition 6 of these General Terms and Conditions) from causing payment or delivery, as the case may be, to be made to the Warrantholders of the full amount then due and payable or deliverable, as the case may be, then notwithstanding the undertaking to pay additional amounts contained in Condition 6.1 of these General Terms and Conditions, the Issuer or the Guarantor, as the case may be, shall forthwith give notice of such fact to the Fiscal Agent and the Issuer or the Guarantor, as the case may be, shall, upon giving not less than seven nor more than 45 days' prior notice to the Warrantholders in accordance with Condition 12 of these General Terms and Conditions,

either:

- (a) cancel all, but not some only, of the Warrants at their Early Termination Settlement Amount determined in accordance with Condition 5.9, or, in the case of Physical Delivery Warrants and subject to payment of the Exercise Price divided, if applicable, by the Parity, delivery of the Early Termination Physical Delivery Amount referred to in Condition 5.9 and Conditions in Deliverable Asset(s) of a type specified in the applicable Final Terms and in an amount determined in accordance with the election made in the applicable Final Terms pursuant to Condition 4.11, or

provided that if such notice would expire after such date, the date for cancellation pursuant to such notice to Warrantholders shall be the later of:

- (1) the latest practicable date on which the Issuer or the Guarantor, as the case may be, could make payment of, or deliver, as the case may be, the full amount then due and payable or deliverable, as the case may be, in respect of the Warrants; and
 - (2) 14 days after giving notice to the Fiscal Agent as aforesaid.
- (b) the Condition 5.14 Monetisation until the Expiration Date will apply, except for Preference Share Linked Warrants and Warrants Linked Warrants,

unless the applicable Final Terms specify that Early Expiration will not apply, which means that only Monetisation until the Expiration Date as per Condition 5.14 will apply.

5.4 [Reserved]

5.5 Early Expiration prior to the Expiration Date

Warrants are not capable of being exercised except in accordance with Condition 3 of these General Terms and Conditions provided that if the applicable Final Terms indicate that such Warrant (i) may be subject to early expiration at the option of the Issuer (in accordance with the provisions of Condition 5.6 of these General Terms and Conditions) and/or the Warrantholder (in accordance with the provisions of Condition 5.7 of these General Terms and Conditions), (ii) may be subject to trigger early settlement at the option of the Issuer (in accordance with the provisions of Condition 5.8 of these General Terms and Conditions) or (iii) may expire early (in accordance with the provisions of Condition 5.10 of these General Terms and Conditions), the provisions of Conditions 5.6, 5.7, 5.8, 5.9 and 5.10 of these General Terms and Conditions (as the case may be) below shall apply.

5.6 Early Expiration at the option of the Issuer

If the applicable Final Terms specify that "*Optional Early Expiration at the option of the Issuer*" is "Applicable", the Warrants are subject to expiration prior to the Expiration Date at the option of the Issuer.

The applicable Final Terms will specify the manner in which the optional early settlement amount (the **Optional Early Settlement Amount**) and the optional early settlement price (the **Optional Early Settlement Price**) will be determined, the optional early settlement date(s) (the **Optional Early Settlement Date(s)**) and the Notice Period (as defined below).

On all or part of an Issue of Warrants becoming subject to Optional Early Expiration at the option of the Issuer following delivery of notice in accordance with Condition 5.6.3 of these General Terms and Conditions, any Warrants which are subject to Optional Early Expiration at the option of the Issuer will become capable of being exercised early and shall be settled on the Optional Early Settlement Date:

- (1) in the case of the Physical Delivery Warrants and subject to payment of the Exercise Price divided, if applicable, by the Parity and any other sums payable as set out in the Final Terms, by delivery of the Physical Delivery Amount, such amount to be determined in the same manner as the Physical Delivery Amount is determined in accordance with Condition 5.1.2 of these General Terms and Conditions save that references therein to the Final Settlement Price shall be deemed to be references to the Optional Early Settlement Price; and
- (2) in the case of Cash Settled Warrants, by payment of the Optional Early Settlement Amount.

5.6.1 Optional Early Settlement Amount and Optional Early Settlement Price

In the case of Warrants other than Preference Share Linked Warrants and Warrants Linked Warrants:

The Optional Early Settlement Amount and the Optional Early Settlement Price shall be determined in accordance with one of the following options, as specified in the applicable Final Terms:

Option 1:

The **Optional Early Settlement Amount** shall be equal to the amount specified as such in the applicable Final Terms.

The **Optional Early Settlement Price** shall be equal to:

- (1) In the case of Call Warrants: the sum of (i) Optional Early Settlement Amount multiplied, if applicable, by the Parity and (ii) the Exercise Price.
- (2) In the case of Put Warrants: (i) the Exercise Price minus (ii) the Optional Early Settlement Amount multiplied, if applicable, by the Parity.

Option 2:

For the purposes of Cash Settled Warrants and Physical Delivery Warrants, as applicable, the **Optional Early Settlement Price** shall be equal to the amount specified as such in the applicable Final Terms.

For the purposes of Cash Settled Warrants, the **Optional Early Settlement Amount** shall be equal to:

- (1) in the case of Call Warrants, the excess (if any) of the Optional Early Settlement Price over the Exercise Price; or
- (2) in the case of Put Warrants, the excess (if any) of the Exercise Price over the Optional Early Settlement Price,

divided (if applicable) by the Parity.

Option 3:

For the purposes of Cash Settled Warrants, the **Optional Early Settlement Amount** shall be determined in the same manner as the Cash Settlement Amount in accordance with Condition 5.1.1 of these General Terms and Conditions, save that references therein to the Final Settlement Price shall be deemed to be references to the Optional Early Settlement Price.

For the purposes of Cash Settled Warrants and Physical Delivery Warrants, as applicable, the **Optional Early Settlement Price** means:

- (1) the Final Settlement Price that would have been determined in accordance with the applicable Final Terms, save that the Final Settlement Price shall be deemed to have been determined as at the Optional Early Settlement Valuation Date as opposed to the date on which the Final Settlement Price is actually required to be determined in accordance with the applicable Final Terms; or
- (2) otherwise, as specified in the Final Terms,

in each case subject to adjustment in accordance with Condition 5.12 of these General Terms and Conditions.

Optional Early Settlement Valuation Date means the date specified as such in the applicable Final Terms.

Option 4:

The **Optional Early Settlement Amount** shall be equal to the Market Value (as defined in Condition 5.9 of these General Terms and Conditions).

The **Optional Early Settlement Price** shall be equal to:

- (1) in the case of **Call Warrants**: the sum of (i) Optional Early Settlement Amount multiplied, if applicable, by the Parity and (ii) the Exercise Price.

- (2) in the case of **Put Warrants**: (i) the Exercise Price minus (ii) the Optional Early Settlement Amount multiplied, if applicable by the Parity.

In the case of Preference Share Linked Warrants and Warrants Linked Warrants:

The Optional Early Settlement Amount shall be equal to the Early Termination Settlement Amount per Warrant, as defined in the Additional Terms and Conditions for Preference Share Linked Warrants and the Additional Terms and Conditions for Warrant Linked Warrants, respectively.

5.6.2 *Optional Early Expiration in part*

When the applicable Final Terms specify that the clause "*Optional Early Expiration in part*" is applicable, the applicable Final Terms will specify the Minimum Number of Warrants subject to Optional Early Expiration at the option of the Issuer and the Maximum Number of Warrants subject to Optional Early Expiration at the option of the Issuer.

5.6.2.1 *Minimum Number of Warrants subject to Optional Early Expiration at the option of the Issuer and the Maximum Number of Warrants subject to Optional Early Expiration at the option of the Issuer*

Any such partial optional early expiration must be equal to a number of Warrants not less than a minimum number of Warrants to be subject to optional early expiration at the option of the Issuer (the **Minimum Number of Warrants subject to Optional Early Expiration at the option of the Issuer**) and not more than a maximum number of Warrants subject to optional early expiration at the option of the Issuer (the **Maximum Number of Warrants subject to Optional Early Expiration at the option of the Issuer**), each amount as specified in the applicable Final Terms.

5.6.2.2 *Method of Optional Early Expiration*

In circumstances where some but not all of an Issue of Warrants is subject to Optional Early Expiration at the option of the Issuer, the Warrants that are subject to Early Expiration at the option of the Issuer (the **Early Expired Warrants**) will be selected individually by lot in accordance with the rules of the relevant Clearing System and in accordance with the applicable law and regulations not more than thirty (30) days prior to the date fixed for early expiration (such date of selection being hereinafter called the **Selection Date**). In the case of Early Expired Warrants, in the manner prescribed by the relevant Clearing System, as the case may be.

5.6.3 *Notice Period*

On notice having been given to the Warrantholders (in accordance with Condition 12 of these General Terms and Conditions) pursuant to a notice period (the **Notice Period**) specified in the applicable Final Terms (which notice shall be irrevocable and shall specify the Optional Early Settlement Date), all (or the relevant part where Optional Early Expiration in part applies) of the Warrants shall be subject to early expiration on the **Optional Early Expiration Date(s)** specified in the applicable Final Terms. For the avoidance of doubt, where no such notice is delivered, the Warrants shall be subject to exercise or cancellation in the manner provided in the remaining provisions of this Condition 5.

In respect of any Credit Linked Warrant, any notice given by the Issuer pursuant to this Condition 5.6.3 shall be void and of no effect in relation to that Credit Linked Warrant in the event that a Credit Event Notice has been, or is, delivered to the Warrantholders at any time on or prior to 5:00pm (Local Time) on the fourth Business Day preceding the date fixed for exercise or cancellation in accordance with this Condition 5.

In respect of any Bond Linked Warrant, any notice given by the Issuer pursuant to this Condition 5.6.3 shall be void and of no effect in relation to that Bond Linked Warrant in the event that a Bond Event Notice has been, or is, delivered to the Warrantholders at any time on or prior to 5:00pm (Local Time) on

the fourth Business Day preceding the date fixed for exercise or cancellation in accordance with this Condition 5.

In respect of any Warrant, any notice given by the Issuer pursuant to this Condition 5.6.3 shall be void and of no effect in relation to that Warrant in the event that, prior to the giving of such notice by the Issuer, the Warrantholder had already delivered a Warrantholder Optional Exercise Notice in relation to that Warrant in accordance with Condition 5.7 of these General Terms and Conditions or the Warrants were otherwise already subject to early expiration or termination in accordance with the Terms and Conditions.

5.7 Early Expiration at the option of the Warrantholder

If the applicable Final Terms specify that "*Optional Early Expiration at the option of the Warrantholder*" is applicable, the Warrants are subject to expiration prior to the Expiration Date at the option of the Warrantholder.

The applicable Final Terms will specify the manner in which the optional early settlement amount (the **Optional Early Settlement Amount**) and the optional early settlement price (the **Optional Early Settlement Price**) are determined, the optional early settlement date(s) (the **Optional Early Settlement Date(s)**) and the Notice Period (as defined below).

On all or part of an Issue of Warrants becoming subject to Optional Early Expiration at the option of the Warrantholder following delivery of notice in accordance with Condition 5.7.2 of these General Terms and Conditions, any Warrants which are subject to Optional Early Expiration at the option of the Warrantholder will become capable of being exercised early and shall be settled on the Optional Early Settlement Date:

- (1) in the case of the Physical Delivery Warrants and subject to payment of the Exercise Price divided, if applicable, by the Parity and any other sums payable as set out in the Final Terms, by delivery of the Physical Delivery Amount, such amount to be determined in the same manner as the Physical Delivery Amount is determined in accordance with Condition 5.1.2 of these General Terms and Conditions save that references therein to the Final Settlement Price shall be deemed to be references to the Optional Early Settlement Price; and
- (2) in the case of Cash Settled Warrants, by payment of the Optional Early Settlement Amount.

5.7.1 *Optional Early Settlement Amount and Optional Early Settlement Price*

In the case of Warrants other than Preference Share Linked Warrants and Warrants Linked Warrants:

The Optional Early Settlement Amount and the Optional Early Settlement Price shall be determined in accordance with one of the following options, as specified in the applicable Final Terms:

Option 1:

The **Optional Early Settlement Amount** shall be equal to the amount specified as such in the applicable Final Terms.

The **Optional Early Settlement Price** shall be equal to:

- (1) In the case of Call Warrants: the sum of (i) Optional Early Settlement Amount multiplied, if applicable, by the Parity and (ii) the Exercise Price.
- (2) In the case of Put Warrants: (i) the Exercise Price minus (ii) the Optional Early Settlement Amount multiplied, if applicable by the Parity.

Option 2:

For the purposes of Cash Settled Warrants and Physical Delivery Warrants, as applicable, the **Optional Early Settlement Price** shall be equal to the amount specified as such in the applicable Final Terms.

For the purposes of Cash Settled Warrants, the **Optional Early Settlement Amount** shall be equal to:

- (1) in the case of Call Warrants, the excess (if any) of the Optional Early Settlement Price over the Exercise Price; or
- (2) in the case of Put Warrants, the excess (if any) of the Exercise Price over the Optional Early Settlement Price,

divided (if applicable) by the Parity.

Option 3:

For the purposes of Cash Settled Warrants, the **Optional Early Settlement Amount** shall be determined in the same manner as the Cash Settlement Amount in accordance with Condition 5.1.1 of these General Terms and Conditions, save that references therein to the Final Settlement Price shall be deemed to be references to the Optional Early Settlement Price.

For the purposes of Cash Settled Warrants and Physical Delivery Warrants, as applicable, the **Optional Early Settlement Price** means:

- (1) the Final Settlement Price that would have been determined in accordance with the applicable Final Terms, save that the Final Settlement Price shall be deemed to have been determined as at the Optional Early Settlement Valuation Date as opposed to the date on which the Final Settlement Price is actually required to be determined in accordance with the applicable Final Terms; or
- (2) otherwise, as specified in the Final Terms,

in each case subject to adjustment in accordance with Condition 5.12 of these General Terms and Conditions.

Optional Early Settlement Valuation Date means the date specified as such in the applicable Final Terms.

Option 4:

The **Optional Early Settlement Amount** shall be equal to the Market Value (as defined in Condition 5.9 of these General Terms and Conditions).

The **Optional Early Settlement Price** shall be equal to:

- (1) in the case of **Call Warrants**: the sum of (i) Optional Early Settlement Amount multiplied, if applicable, by the Parity and (ii) the Exercise Price.
- (2) in the case of **Put Warrants**: (i) the Exercise Price minus (ii) the Optional Early Settlement Amount multiplied, if applicable by the Parity.

In the case of Preference Share Linked Warrants and Warrants Linked Warrants:

The Optional Early Settlement Amount(s) shall be equal to the Early Termination Settlement Amount per Warrant, as defined in the Additional Terms and Conditions for Preference Share Linked Warrants and the Additional Terms and Conditions for Warrant Linked Warrants, respectively.

5.7.2 Notice Period

Subject to Conditions 5.7.3 and 5.7.4 of these General Terms and Conditions, a Warrantholder shall have the option to require that a Warrant be subject to Optional Early Expiration at the option of the Warrantholder upon such Warrantholder giving notice to the Issuer in accordance with Condition 12 of these General Terms and Conditions pursuant to a notice period (the **Notice Period**) specified in the applicable Final Terms. The relevant Warrants shall then be subject to early expiration on the **Optional Early Expiration Date(s)** specified in the applicable Final Terms. For the avoidance of doubt, in respect of Warrants where a Warrantholder is not entitled to deliver a Warrantholder Optional Early Expiration Notice by virtue of Conditions 5.7.3 and 5.7.4 of these General Terms and Conditions and in circumstances where no such notice is delivered, the relevant Warrants shall be subject to exercise or cancellation in the manner provided in the remaining provisions of this Condition 5.

The Issuer will, upon the expiry of such notice, pay or deliver, as the case may be, subject to and in accordance with the terms specified in the applicable Final Terms, in whole (but not in part), an amount or Deliverable Assets, as the case may be and as determined in accordance with this Condition 5.7, in respect of such Warrant on the Optional Early Settlement Date(s). It may be that before an option to require that a Warrant is subject to Optional Early Expiration at the option of the Warrantholder, certain conditions and/or circumstances will need to be satisfied.

To exercise the right to require that a Warrant is subject to Optional Early Expiration at the option of the Warrantholder, the Warrantholder must deliver a duly completed and signed notice in the form (for the time being current) obtainable from any specified office of any Paying Agent or, as the case may be, the Registration Agent (a **Warrantholder Optional Early Expiration Notice**). Any such Warrantholder Optional Early Expiration Notice must be delivered in same the manner as an Exercise Notice is delivered in accordance with Condition 3.3 of these General Terms and Conditions, as the case may be, save that (a) references therein to an Exercise Notice shall be deemed to be references to the Warrantholder Optional Early Expiration Notice, (b) references to Warrants being exercised shall be deemed to be references to Warrants being exercised early in accordance with this Condition 5.7, (c) references to the Settlement Date shall be deemed to be references to the Optional Early Settlement Date and (d) references to the Cash Settlement Amount or shall be deemed to be references to the Optional Early Settlement Amount. Conditions 3.3.2 to 3.3.4 of these General Terms and Conditions shall apply equally to any Warrantholder Optional Early Expiration Notice which is delivered.

Any Warrantholder Optional Early Expiration Notice given by any Warrantholder pursuant to this Condition 5.7.2 shall be void and of no effect in relation to such Warrant in the event that, prior to the giving of such Warrantholder Optional Early Expiration Notice by the relevant Warrantholder (A) such Warrant constituted an Early Expired Warrant (as defined in Condition 5.6.2.2 of these General Terms and Conditions), or (B) the Issuer had notified the Warrantholders of its intention to cancel all of the Warrants in an issue then outstanding, in each case pursuant to Condition 5.6 of these General Terms and Conditions or the Warrants were otherwise already subject to early expiration or termination in accordance with the Terms and Conditions.

5.7.3 Optional Early Expiration in part

If "*Optional Early Expiration in part*" is applicable, the applicable Final Terms will specify the Minimum Number of Warrants subject to Optional Early Expiration at the option of the Warrantholder and the Maximum Number of Warrants subject to Optional Early Expiration at the option of the Warrantholder.

5.7.4 *Minimum Number of Warrants subject to Optional Early Expiration at the option of the Warrantholder and the Maximum Number of Warrants subject to Optional Early Expiration at the option of the Warrantholder*

Any such partial optional early expiration must be equal to a number of Warrants not less than a minimum number of Warrants to be subject to optional early expiration at the option of the Warrantholder (the **Minimum Number of Warrants subject to Optional Early Expiration at the option of the Warrantholder**) and not more than a maximum number of Warrants subject to optional early expiration at the option of the Warrantholder (the **Maximum Number of Warrants subject to Optional Early Expiration at the option of the Warrantholder**), each amount as specified in the applicable Final Terms. Where a Warrantholder delivers (i) a Warrantholder Optional Early Exercise Notice which specifies a number of Warrants to be subject to optional early expiration which is less than the Minimum Number of Warrants subject to Optional Early Expiration at the option of the Warrantholder, such notice shall be deemed to be void and (ii) a Warrantholder Optional Early Exercise Notice which specifies a number of Warrants to be subject to optional early expiration which is more than the Maximum Number of Warrants subject to Optional Early Expiration at the option of the Warrantholder, such notice shall be deemed to refer only to a number of Warrants equal to the Maximum Number of Warrants subject to Optional Early Expiration at the option of the Warrantholder.

5.8 **Trigger early settlement at the option of the Issuer**

If "*Trigger early settlement at the option of the Issuer*" is specified as being applicable in the applicable Final Terms, this Condition 5.8 applies. Warrants that are subject to Trigger early settlement at the option of the Issuer shall be subject to early expiration in the event that at any time during the life of the Warrants and for any reason whatsoever, the Aggregate Number of Outstanding Warrants equals or falls below the Outstanding Amount Trigger Level. In such circumstances, the Issuer shall have the right at its sole and absolute discretion, and subject to any applicable law and regulation, to elect that all (but not some only) of the remaining outstanding Warrants will be subject to early expiration upon giving not less than fifteen (15) Business Days' notice to Warrantholders in accordance with Condition 12 of these General Terms and Conditions, which such notice shall specify the applicable Trigger Early Settlement Date.

Upon such election by the Issuer, Warrantholders shall be entitled to receive from the Issuer on the Trigger Early Settlement Date:

- (i) in the case of Cash Settled Warrants, an amount in the Settlement Currency equal to the Early Trigger Level Settlement Amount; and
- (ii) in the case of Physical Delivery Warrants, Deliverable Assets in an amount equal to the Early Trigger Level Physical Delivery Amount, subject to payment of the Exercise Price divided, if applicable, by the Parity.

For the purpose of this Condition 5.8:

Aggregate Number of Outstanding Warrants means, at any time, the number of Warrants outstanding held at such time by Warrantholders other than Société Générale or its affiliates for their own account as determined in good faith by the Fiscal Agent in consultation with the clearing institution(s) in or through which the Warrants are held and transactions in such Warrants are cleared.

Early Trigger Level Physical Delivery Amount means an amount to be determined in the same manner as the Physical Delivery Amount is determined in accordance with Condition 5.1.2 of these General Terms and Conditions save that references therein to the Final Settlement Price shall be deemed to be references to the Early Trigger Level Settlement Price.

Early Trigger Level Settlement Amount means the Early Termination Settlement Amount for such Warrants as determined in accordance with Condition 5.9 of these General Terms and Conditions or, in the case of Preference Share Linked Warrants or Warrant Linked Warrants, determined in the manner set out in the Additional Terms and Conditions for Preference Share Linked Warrants or the Additional Terms and Conditions for Warrant Linked Warrants.

Early Trigger Level Settlement Price means:

- (1) in the case of **Call Warrants**, the sum of (i) the Early Trigger Level Settlement Amount multiplied, if applicable, by the Parity and (ii) the Exercise Price; and
- (2) in the case of **Put Warrants**, (i) the Exercise Price minus (ii) the Early Trigger Level Settlement Amount multiplied, if applicable, by the Parity.

Outstanding Amount Trigger Level means 10% of the Aggregate Number of Outstanding Warrants initially issued or, if different from 10%, the level specified as such in the applicable Final Terms.

Trigger Early Settlement Date means the date specified by the Issuer for settlement of Warrants subject to Trigger early settlement at the option of the Issuer in accordance with this Condition 5.8.

5.9 Early Termination

Where the amount due to be paid to (or delivered to, in the case of Physical Delivery Warrants) a Warrantholder as a result of the early expiration or cancellation of the Warrants is expressed to be the "*Early Termination Settlement Amount*" or the "*Early Termination Physical Delivery Amount*" (as the case may be), such amount will be determined in accordance with the applicable provisions of this Condition 5.9.

Early Termination Settlement Amount means the Market Value.

Early Termination Physical Delivery Amount means an amount determined in the same manner as the Physical Delivery Amount would be determined in respect of the Warrants in accordance with Condition 5.1.2 of these General Terms and Conditions save that references therein to the Final Settlement Price shall be deemed to be references to the Early Termination Settlement Price.

Early Termination Settlement Price means:

- (1) in the case of **Call Warrants**: the sum of (i) the Early Termination Settlement Amount multiplied, if applicable, by the Parity and (ii) the Exercise Price.
- (2) in the case of **Put Warrants**: (i) the Exercise Price minus (ii) the Early Termination Settlement Amount multiplied, if applicable by the Parity.

Market Value means an amount equal to an amount determined by the Calculation Agent, which, on the due date for the early expiration or cancellation of the Warrant, shall represent the fair market value of the Warrant and shall have the effect (after taking into account the costs of unwinding any hedging arrangements entered into in respect of the Warrants) of preserving for the Warrantholder the economic equivalent of the obligations of the Issuer to make the payments in respect of the Warrant which would, but for such early expiration or cancellation, have fallen due after the relevant early expiration or cancellation date. For the avoidance of doubt, for the purpose of calculating the Market Value following an Event of Default pursuant to Condition 8 of these General Terms and Conditions (if applicable) only, no account shall be taken of the creditworthiness of:

- (A) the Issuer, who shall be deemed to be able to perform fully its obligations in respect of the Warrants; or

- (B) the Guarantor, which shall be deemed to be able to perform fully its obligations in respect of the Guarantee.

5.10 Event-linked Early Expiration

If the applicable Final Terms specify that "*Event-linked Early Expiration*" is applicable, this Condition 5.10 applies. The applicable Final Terms will specify the applicable early expiration event (the **Early Expiration Event**), the early settlement amount (**Event-linked Early Settlement Amount**), the early settlement price (the **Event-linked Early Settlement Price**), the period within which event-linked early expiration will apply (the **Event-linked Early Expiration Period**) (unless the Warrants are subject to Automatic Exercise), the early expiration date(s) (the **Event-linked Early Expiration Date(s)**) and the early settlement date (the **Event-linked Early Settlement Date**).

Save where Warrants are subject to Automatic Exercise and such Automatic Exercise has not been waived by the relevant Warrantholder, upon the occurrence of an Early Expiration Event, the Warrants shall be capable of being exercised in accordance with this Condition 5.10 and any Warrantholder will have the right in the Event-linked Early Expiration Period to decide that all the Warrants held by that Warrantholder (an **Event-linked Early Expiration Election**) will expire early (**Event-linked Early Expiration**).

In circumstances where no Event-linked Early Expiration Election has been made in respect of a Warrant within the Event-linked Early Expiration Period, such Warrant will be cancelled immediately on expiry of the Event-linked Early Expiration Period and no amounts will be payable or deliverable in respect of such Warrant.

Where required by:

- (i) applicable laws or regulations and/or, in the case of listed Warrants, the regulations applicable on any regulated market or other stock exchange on which the Warrants are for the time being listed; or
- (ii) any relevant authority by which the Warrants have been admitted to trading,

the occurrence of the relevant Early Expiration Event will be notified to the Warrantholders by the Issuer in the manner set out in Condition 12 of these General Terms and Conditions.

Event-linked Early Expiration will be effected by delivery of a duly completed notice (an **Event-linked Early Expiration Notice**) in the manner set out in Conditions 3.3.1 to 3.3.4 of these General Terms and Conditions save that:

- (a) references therein to an Exercise Notice shall be deemed to be references to the Event-linked Early Expiration Notice;
- (b) references to Warrants being exercised shall be deemed to be references to Warrants subject to Event-linked Early Expiration;
- (c) references to the Settlement Date shall be deemed to be references to the Event-linked Early Settlement Date; and
- (d) references to the Cash Settlement Amount shall be deemed to be references to the Event-linked Early Settlement Amount.

Following the occurrence of an Early Expiration Event, Warrants shall only be capable of being exercised, and an Event-linked Early Expiration Notice may only be delivered, during the Event-linked

Early Expiration Period, as specified in the applicable Final Terms. The Event-linked Early Expiration Period may start and/or end on specific dates or otherwise be determined by reference to another date or period or the occurrence of an event.

Notwithstanding the foregoing provisions of this Condition 5.10, where Automatic Exercise is specified as being applicable in the applicable Final Terms, the Warrants will be subject to automatic exercise in accordance with Condition 3.3.6 of these General Terms and Conditions upon the occurrence of an Early Expiration Event. In such circumstances, the Event-linked Early Settlement Amount will be deliverable to Warrantholders in accordance with Condition 3.3.6 of these General Terms and Conditions (without the need for prior delivery of an Event-linked Early Expiration Notice or any other action on the part of the Warrantholders, subject to the provisions of Condition 3.3.6 of these General Terms and Conditions), as if references therein to the "Cash Settlement Amount" were references to the "Event-linked Early Settlement Amount" and references to the "Settlement Date" were references to the "Event-linked Early Settlement Date".

Any Warrants which are subject to Event-linked Early Expiration will be settled on the Event-linked Early Settlement Date:

- (1) in the case of the Physical Delivery Warrants, by delivery of Deliverable Asset(s) in an amount equal to the Event-linked Early Settlement Price divided, if applicable, by the Parity in the manner contemplated in Condition 4 of these General Terms and Conditions, subject to payment of the Exercise Price divided, if applicable, by the Parity and any other sums payable as set out in the Final Terms; and
- (2) in the case of Cash Settled Warrants, at the Event-linked Early Settlement Amount, such amount being determined in same manner as the Cash Settlement Amount under Condition 5.1 of these General Terms and Conditions save that references therein to the Final Settlement Price shall be deemed to be references to the Event-linked Early Settlement Price.

The **Event-linked Early Settlement Price** means:

- (1) if the Additional Terms and Conditions relating to Formulae or the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants is specified as being applicable in the Final Terms, the Early Settlement Price, as defined in the Additional Terms and Conditions relating to Formulae or the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants corresponding to the Reference of the Product specified in the applicable Final Terms, as the case may be; or
- (2) otherwise, as specified in the Final Terms,

in each case subject to adjustment in accordance with Condition 5.12 of these General Terms and Conditions.

In the case of Event-linked Early Expiration for Preference Share Linked Warrants and Warrant Linked Warrants, the Event-linked Early Settlement Amount will be determined and calculated in accordance with the manner in which the Early Termination Settlement Amount is determined and calculated in accordance with the Additional Terms and Conditions for Preference Share Linked Warrants and the Additional Terms and Conditions for Warrant Linked Warrants.

5.11 No obligations in relation to underlying asset

Except as expressly provided, the purchase of Warrants does not confer on any Warrantholder any rights (whether in respect of voting, distributions or otherwise) attaching to any Underlying.

The Issuer shall be under no obligation to register or procure the registration of any Warrantholder or any other person as the registered holder in respect of any relevant asset(s) comprised in any Physical Delivery Amount in any relevant register.

For such period of time after the Settlement Date as the Issuer or any person on behalf of the Issuer shall continue to be the legal owner of any asset(s) comprised in any assets comprising the Physical Delivery Amount (or equivalent amounts in circumstances where the Warrants are subject to early expiration or cancellation) (the **Intervening Period**), neither the Issuer nor any other such person shall (a) be under any obligation to deliver or procure delivery to the relevant Warrantholder or any subsequent beneficial owner of such asset(s) or any other person any letter, certificate, notice, circular or any other document or payment whatsoever received by that person in its capacity as the holder of such asset(s), (b) be under any obligation to exercise or procure exercise of any or all rights (including any voting rights) attaching to such asset(s) during the Intervening Period or (c) be under any liability to the relevant Warrantholder or any subsequent beneficial owner of such asset(s) or any other person in respect of any loss or damage which the relevant Warrantholder or subsequent beneficial owner or any other person may sustain or suffer as a result, whether directly or indirectly, of the Issuer or any other such person being the legal owner of such asset(s) during such Intervening Period.

5.12 Structured Amount(s)

When the applicable Final Terms specify that "*The Structured Amount Provisions Apply*", this Condition 5.12 applies.

5.12.1 *Adjustment to the Settlement Price*

The Final Settlement Price or Event-linked Early Settlement Price (as the case may be and each a **Settlement Price**) shall be adjusted by adding the Structured Amount (if any) to the relevant Settlement Price. The applicable Final Terms contain provisions relating to the determination of the Structured Amount and must be read in conjunction with this Condition 5.12 for full information on the manner in which Structured Amount is calculated in relation to Structured Amount Warrants.

Subject to Condition 5.12.2 of these General Terms and Conditions, the **Structured Amount** to be determined in respect of the Structured Amount Warrants shall be determined in accordance with the Additional Terms and Conditions relating to Formulae corresponding to the Reference of the Product specified in the applicable Final Terms.

For the purpose of this Condition 5.12.1, **Product Formula** and **Reference of the Product** shall have the meaning given to them in the Additional Terms and Conditions relating to Formulae.

5.12.2 *Calculation of the Structured Amount in respect of Structured Amount Warrants*

The Calculation Agent will at or as soon as practicable after each time at which the Structured Amount is to be calculated, calculate the Structured Amount for the Structured Amount Calculation Date(s) specified in the Final Terms. Where there is more than one Structured Amount Calculation Date, a separate Structured Amount will be determined in respect of each Structured Amount Calculation Date and the aggregate of such Structured Amounts shall be the Structured Amount which is used to adjust the relevant Settlement Price.

The Calculation Agent will notify the Issuer of the Structured Amount as soon as practicable after calculating the same (but in no event later than the first Business Day after such calculation).

The Calculation Agent will calculate the Structured Amount payable on the Structured Amount Warrants in accordance with the Product Formula as specified in the Additional Terms and Conditions relating to Formulae.

For the purpose of this Condition 5.12.2,

Structured Amount Calculation Date shall mean each date specified as such in the Final Terms.

5.13 Open-ended Warrants – early settlement

If the Final Terms specify that the Warrants are **Open-ended Warrants**, the Warrants will be exercisable in accordance with this Condition 5, to the extent the provisions of this Condition 5 apply to the Warrants, but will not have a fixed expiry date. As such, the Issuer will not be liable for the payment or delivery, as the case may be, of the Settlement Amount on the Settlement Date pursuant to Condition 5.1 of these General Terms and Conditions. The Issuer will, in full and final satisfaction of its obligations in respect of each Warrant, pay or deliver or procure payment or delivery of the Early Termination Settlement Amount or Early Termination Physical Delivery Amount, Optional Early Settlement Amount, Early Trigger Level Settlement Amount or Early Trigger Level Physical Delivery Amount or Event-linked Early Settlement Amount in accordance with this Condition 5 and to the extent applicable in respect of the Warrants in accordance with this Condition 5.

In relation to Credit Linked Warrants, the obligation to pay the Event-linked Early Settlement Amount will be subject to Conditions 1.1 and 1.2 of the Additional Terms and Conditions for Credit Linked Warrants.

5.14 Monetisation until the Expiration Date

If (i) for the purpose of Conditions 5.2 and 5.3 the Issuer elects to apply Monetisation until the Expiration Date or if the applicable Final Terms specify that Cancellation for Regulatory Reasons or Cancellation for tax reasons and special tax cancellation will not apply or (ii) if pursuant to the applicable Additional Terms and Conditions specified in the Final Terms, the Calculation Agent elects to apply Monetisation as per Condition 5.14, then the Issuer shall no longer be liable for the payment of (1) the Optional Early Settlement Amount on the Optional Early Settlement Date and/or (2) the Cash Settlement Amount as defined in the applicable Final Terms on the Settlement Date, but instead will, in full and final satisfaction of its obligations, pay an amount described in Conditions 5.14.1, 5.14.2 and/or 5.14.3 below.

Cash Settled Warrants:

Following the occurrence of an event giving rise to the Monetisation until the Expiration Date, the Issuer shall no longer be liable for the payment of (1) the Optional Early Settlement Amount on the Optional Early Settlement Date and/or (2) the Cash Settlement Amount as defined in the applicable Final Terms on the Settlement Date, but instead will, in full and final satisfaction of its obligations, pay an amount described in Conditions 5.14.1 or 5.14.2.

Physical Delivery Warrants

Following the occurrence of an event giving rise to the Monetisation until the Expiration Date, the Issuer shall no longer be liable for delivery of (1) the Physical Delivery Amount related to the Optional Early Settlement Date and/or (2) the Physical Delivery Amount as defined in the applicable Final Terms on the Settlement Date, but instead will, in full and final satisfaction of its obligations and subject to payment of the Exercise Price divided, if applicable, by the Parity, deliver Deliverable Assets in an amount equal to the sum of (i) the amount described in Conditions 5.14.1 or 5.14.2 and (ii) the Exercise Price divided, if applicable, by the Parity.

5.14.1 Monetisation of any Optional Early Settlement Amount

5.14.1.1 *In respect of the termination of Warrants whose Optional Early Settlement Amount could be as low as zero*

Pursuant to the provisions of Condition 5.14, the Calculation Agent shall determine in respect of the Settlement Date an amount per Warrant based on (a) the net positive cash amount that the Société Générale or any of its affiliates or a Hypothetical Investor as the case may be, would be left with on the Optional Full Liquidation Date, as a result of liquidating the Optional Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Settlement Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Optional Full Liquidation Date (included) and (y) the earlier of (i) the Expiration Date and (ii) the fourth Business Day preceding the Settlement Date (excluded), *provided however that*, in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Swedish Central Securities Depository (Euroclear Sweden AB), the Norwegian Central Securities Depository (Verdipapirsentralen ASA) or the Finnish Central Securities Depository (Euroclear Finland Ltd), all references to the word "fourth" above shall be deemed to be references to the word "twelfth".

For the avoidance of doubt, the liquidation proceeds of any assets held by Société Générale or any of its affiliates or by a Hypothetical Investor as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by Société Générale or any of its affiliates or by a Hypothetical Investor under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

5.14.1.2 *in respect of the termination of Warrants whose Optional Early Settlement Amount cannot be in any case lower than an amount strictly positive (the **Optional Minimum Settlement Amount**)*

Pursuant to the provisions of Condition 5.14, the Calculation Agent shall determine (1) in respect of the Optional Early Settlement Date an amount per Warrant equal to the Optional Minimum Settlement Amount and (2) in respect of the Settlement Date an amount per Warrant equal to the positive difference, if any, between:

- (i) (a) the net positive cash amount that Société Générale or any of its affiliates or a Hypothetical Investor as the case may be would be left with on the Optional Full Liquidation Date, as a result of liquidating the Optional Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Settlement Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Optional Full Liquidation Date (included) and (y) the earlier of (i) the Expiration Date and (ii) the fourth Business Day preceding the Settlement Date (excluded), *provided however that*, in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Swedish Central Securities Depository (Euroclear Sweden AB), the Norwegian Central Securities Depository (Verdipapirsentralen ASA) or the Finnish Central Securities Depository (Euroclear Finland Ltd), all references to the word "fourth" above shall be deemed to be references to the word "twelfth"; and
- (ii) an amount equal to the Optional Minimum Settlement Amount.

For the avoidance of doubt, the liquidation proceeds of any assets held by Société Générale or any of its affiliates or by a Hypothetical Investor as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by Société Générale or any of its affiliates or by a

Hypothetical Investor under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

5.14. Monetisation of the Settlement Amount

5.14.2.1 In respect of the termination of Warrants whose Settlement Amount as defined in the applicable Final Terms could be as low as zero

Pursuant to the provisions of Condition 5.14, the Calculation Agent shall determine in respect of the Settlement Date an amount per Warrant based on (a) the net positive cash amount that Société Générale or any of its affiliates or a Hypothetical Investor as the case may be would be left with on the Full Liquidation Date, as a result of liquidating the Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Settlement Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Full Liquidation Date (included) and (y) the earlier of (i) the Expiration Date and (ii) the fourth Business Day preceding the Settlement Date (excluded), *provided however that*, in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Swedish Central Securities Depository (Euroclear Sweden AB), the Norwegian Central Securities Depository (Verdipapirsentralen ASA) or the Finnish Central Securities Depository (Euroclear Finland Ltd), all references to the word "fourth" above shall be deemed to be references to the word "twelfth".

For the avoidance of doubt, the liquidation proceeds of any assets held by Société Générale or any of its affiliates or by a Hypothetical Investor as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by Société Générale or any of its affiliates or by a Hypothetical Investor under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

*5.14.2.2 in respect of the termination of Warrants whose Settlement Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the **Minimum Settlement Amount**)*

Pursuant to the provisions of Condition 5.14, the Calculation Agent shall determine in respect of the Settlement Date an amount per Warrant equal to the sum of: (1) the Minimum Settlement Amount; and (2) an amount, equal to the difference, only if such difference is positive, between:

- (i) (a) the net positive cash amount that Société Générale or any of its affiliates or a Hypothetical Investor as the case may be would be left with on the Full Liquidation Date, as a result of liquidating, the Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Settlement Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Full Liquidation Date (included) and (y) the earlier of (i) the Expiration Date and (ii) the fourth Business Day preceding the Settlement Date (excluded), *provided however that*, in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Swedish Central Securities Depository (Euroclear Sweden AB), the Norwegian Central Securities Depository (Verdipapirsentralen ASA) or the Finnish Central Securities Depository (Euroclear Finland Ltd),

all references to the word "fourth" above shall be deemed to be references to the word "twelfth"; and

- (ii) an amount equal to the Minimum Settlement Amount.

For the avoidance of doubt, the liquidation proceeds of any assets held by Société Générale or any of its affiliates or by a Hypothetical Investor as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by Société Générale or any of its affiliates or by a Hypothetical Investor under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

5.14.3 Definitions specific to the Monetisation until the Expiration Date

Adjusted Calculation Amount means: (a) in respect of the first Compounding Period of a Calculation Period, the Calculation Amount for that Calculation Period; and (b) in respect of any succeeding Compounding Period in that Calculation Period, an amount equal to the sum of the Calculation Amount for that Calculation Period and the Compounding Period Amounts for each of the previous Compounding Periods in that Calculation Period.

Associated Costs means an amount determined by the Calculation Agent in its reasonable discretion equal to the sum of (without duplication) all costs (including, without limitation, cost of funding), losses, expenses, tax and duties incurred by Société Générale or any of its affiliates or by a Hypothetical Investor as the case may be in connection with the termination, liquidation or re-establishment of the Optional Hedge Positions, and/or the Hedge Positions, as the case may be, such amount to be apportioned pro rata amongst the outstanding Warrants¹.

Compounding Date means, in respect of a Calculation Period, each Business Day (as defined in Condition 3.2.3) of such Calculation Period.

Compounding Method means that the amount of interest shall be equal to the sum of the Compounding Period Amounts for each Compounding Period in the related Calculation Period.

Compounding Period means, in respect of a Calculation Period, each period from and including a Compounding Date to but excluding the immediately following Compounding Date during that Calculation Period.

Compounding Period Amount means, in respect of a Compounding Period, the product of (a) the Adjusted Calculation Amount, (b) the Compounding Rate and (c) the Day Count Fraction;

Compounding Rate means, in respect of a Compounding Period Amount, the interbank overnight rate in the Settlement Currency as determined by the Calculation Agent on the first day of the relevant Compounding Period; the specific Compounding Rate used in respect of a Settlement Currency shall be available at the office of the Calculation Agent from the first day of a Calculation Period.

Day Count Fraction means, for the purposes of Compounding Method, the exact number of days in a Compounding Period (the first included and the last excluded), divided by 360.

Expiration Date means, the date specified as such in the Final Terms of the relevant Warrants.

Full Liquidation Date means, in respect of the Settlement Date, the date on which the liquidation proceeds of the Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of

¹ The value of Associated Costs shall be equal to 0 (zero) in respect of Warrants to be listed on the Italian Stock Exchange (Borsa Italiana S.p.A.).

such Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by Société Générale or any of its affiliates or by a Hypothetical Investor, as the case may be.

Hedge Positions means, any purchase, sale, entry into or maintenance, by Société Générale or any of its affiliates or by a Hypothetical Investor, as the case may be, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, part or all of Societe Generale or any of its affiliates' or a Hypothetical Investor, as the case may be, obligations under the Warrants due on the Settlement Date apportioned *pro rata* to each outstanding Warrant provided that, if the Optional Full Liquidation Date has not occurred on or before the earlier of (i) the Expiration Date and (ii) the fourth Business Day preceding the Settlement Date, then Hedge Positions will include the Optional Hedge Positions, *provided further that*, in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Swedish Central Securities Depository (Euroclear Sweden AB), the Norwegian Central Securities Depository (Verdipapirsentralen ASA) or the Finnish Central Securities Depository (Euroclear Finland Ltd), all references to the word "fourth" above shall be deemed to be references to the word "twelfth".

Optional Full Liquidation Date means, in respect of an Optional Early Settlement Date, the date on which the liquidation proceeds of the Optional Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of such Optional Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by Société Générale or any of its affiliates or by a Hypothetical Investor, as the case may be.

Optional Hedge Positions means, any purchase, sale, entry into or maintenance, by Société Générale or any of its affiliates or by a Hypothetical Investor, as the case may be, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, part or all of Societe Generale or any of its affiliates or by a Hypothetical Investor obligations under the Warrants due on an Optional Early Settlement Date, apportioned *pro rata* to each outstanding Warrant.

Relevant Spot Exchange Rate means, in respect of a date and an amount to be converted into the Settlement Currency, the rate of exchange of the currency in which such amount is denominated into the Settlement Currency used to convert such amount on such date into the Settlement Currency as determined by the Calculation Agent.

Settlement Date means, the date specified as such in the Final Terms of the relevant Warrants.

6. EXPENSES AND TAXATION

- 6.1** Unless specified otherwise in the Terms and Conditions, all payments and deliveries in respect of the Warrants and, if applicable, under the Guarantee shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any Tax Jurisdiction unless such withholding or deduction is required by law (including where such withholding or deduction is required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the **Code**) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental agreement thereto).
- 6.2** Unless the applicable Final Terms specify that this Condition 6.2 is not applicable, in the event that any amounts are required to be deducted or withheld for, or on behalf of, any Tax Jurisdiction, the relevant

Issuer or, as the case may be, the Guarantor shall, to the fullest extent permitted by law, pay such additional amount as may be necessary, in order that each Warrantholder, after deduction or withholding of such taxes, duties, assessments or governmental charges, will receive the full amount then due and payable provided that no such additional amount shall be payable with respect to any Warrant:

- (1) the holder of which is liable to such taxes, duties, assessments or governmental charges in respect of such Warrant by reason of his being connected with Luxembourg (in the case of payments by SG Issuer) or Germany (in the case of payments by Société Générale Effekten GmbH) or France (in the case of payments by Société Générale) other than by the mere holding of such Warrant; or
- (2) presented for payment more than 30 days after the Relevant Date (as defined below), except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Business Day (as defined in Condition 4.3); or
- (3) in respect of Private Placement Warrants, if the applicable Final Terms indicate that no such additional amounts shall be payable; or
- (4) presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Warrant to another Paying Agent in a Member State of the European Union; or
- (5) where such withholding or deduction is required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental agreement thereto.

In these General Terms and Conditions:

Tax Jurisdiction means Luxembourg or any political subdivision or any authority thereof or therein having power to tax (in the case of payments by SG Issuer) or Germany or any political subdivision or any authority thereof or therein having power to tax (in the case of payments by Société Générale Effekten GmbH) or France or any political subdivision or any authority thereof or therein having power to tax (in the case of payments by Société Générale); and

Relevant Date means the date on which the relevant payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Fiscal Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Warrantholders in accordance with Condition 12 of these General Terms and Conditions.

- 6.3** A Warrantholder shall pay all Expenses relating to such Warrants as provided for in the Terms and Conditions and in connection with the exercise thereof (and such payment shall be a condition precedent to any related obligations of the Issuer and/or the Guarantor) and for these purposes **Expenses** means **Exercise Expenses** (being taxes, duties and/or expenses, including any applicable depository charges, transaction or exercise charges, stamp duty, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties arising in connection with the exercise of a Warrant) and all taxes, duties and/or expenses, including any applicable depository charges, transaction or exercise charges, sale commissions, stamp duty, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties arising from the issue, transfer or termination of Warrants, and/or the delivery or transfer of Deliverable Asset, if any, pursuant to the terms of such Warrants.

7. PRESCRIPTION

Warrants will become void unless claims in respect of payments are made within a period of ten years after the Relevant Date (as defined in Condition 6 of these General Terms and Conditions) therefor.

The Luxembourg Act dated 3 September 1996 on the involuntary dispossession of bearer securities, as amended (the **Involuntary Dispossession Act 1996**) requires that any amount that is payable under the Warrants, (but has not yet been paid to the Warranholders), in the event that (i) an opposition has been filed in relation to the Warrants and (ii) the Warrants mature prior to becoming forfeited (as provided for in the Involuntary Dispossession Act 1996), is paid to the *Caisse des consignations* in Luxembourg until the opposition has been withdrawn or the forfeiture of the Warrants occurs.

8. EVENTS OF DEFAULT

This Condition 8 applies in respect of any Warrants which are Secured Warrants and otherwise when the applicable Final Terms specify that "Events of Default" are applicable.

The holder of any Warrant may give written notice to the relevant Issuer and (if applicable) the Guarantor that the Warrants are, and they shall accordingly forthwith become, immediately cancelled and a payment will be due to such Warranholder in an amount equal to, in the case of Cash Settled Warrants, the Early Termination Settlement Amount or, in the case of Physical Delivery Warrants the Early Termination Physical Delivery Amount (subject to payment of the Exercise Price divided, if applicable, by the Parity) upon the occurrence of any of the following events (each an **Event of Default**):

- (1) default by the Issuer is made in the payment or delivery of any amount due in respect of the Warrants or any of them and such default continues for a period of 30 days, unless the Guarantor shall have remedied such default before the expiry of such period, and save that the late delivery of any Deliverable Assets in the circumstances referred to in Condition 4 of these General Terms and Conditions shall not constitute an Event of Default; or
- (2) the Issuer fails to perform or observe any of its other obligations under or in respect of the Warrants and the failure continues for a period of 60 days next following the service on the Issuer and (if applicable) the Guarantor of a notice requiring the same to be remedied (except in any case where such failure is incapable of remedy, by the Issuer or the Guarantor, in which case no such continuation here above mentioned will be required); or
- (3) the Issuer institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or the jurisdiction of its head office, or the Issuer consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or the Issuer consents to a petition for its winding-up or liquidation by it or by such regulator, supervisor or similar official, provided that proceedings instituted or petitions presented by creditors and not consented to by the Issuer shall not constitute an Event of Default; or
- (4) in the case of any Issue of Warrants in respect of which the Guarantee is applicable, the Guarantee ceases to be in full force and effect in respect of such Issue of Warrants, or notice is given by the Guarantor which would cause the Guarantee to cease to be in full force and effect in respect of such Issue of Warrants, or is rendered void for any cause or by any means whatsoever except if the same results from the occurrence of a Change in Law which constitutes a Regulatory Event as provided for in Condition 5.2 of these General Terms and Conditions; or

- (5) in the case of Secured Warrants issued by SG Issuer, if the Collateral Monitoring Agent delivers a Required Collateral Default Notice in relation to a Collateral Pool securing such Secured Warrants; or
- (6) in the case of Secured Warrants issued by SG Issuer which are secured by a Multiple Issue Collateral Pool, an Event of Default (as defined above) occurs in respect of any other Issue of Secured Warrants issued by SG Issuer which is secured by the same Multiple Issue Collateral Pool.

9. REPLACEMENT OF WARRANTS

If, in the case of any Materialised Bearer Warrants, a Definitive Materialised Bearer Warrant is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange regulations at the specified office of the Fiscal Agent, in each case on payment by the claimant of the costs and expenses as may be incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, inter alia, that if any allegedly lost, stolen or destroyed Definitive Materialised Bearer Warrant is subsequently presented for payment, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Definitive Materialised Bearer Warrants and otherwise as the Issuer and, if applicable, the Guarantor may reasonably require. Mutilated or defaced Definitive Materialised Bearer Warrants must be surrendered before replacements will be issued.

10. APPOINTMENT OF AGENTS

10.1 Agents

The names of the initial Fiscal Agent, the other initial Paying Agent(s) and their initial specified offices are set out below and the name(s) and the specified office of the Calculation Agent(s) are specified in the applicable Final Terms.

In addition, the Fiscal Agent may, (if so specified in the applicable Final Terms) delegate certain of its functions and duties in relation to Physical Delivery Warrants to a settlement agent (the **Settlement Agent**).

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

- (1) so long as the Warrants are listed on any stock exchange or admitted to trading or listing by another relevant authority, there will at all times be a Paying Agent (which may be the Fiscal Agent) with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange; and
- (2) there will at all times be a Paying Agent (which may be the Fiscal Agent) with a specified office in a city in Europe (which will not be located in Austria); and
- (3) there will be one or more Calculation Agent(s) where the Terms and Conditions so require; and
- (4) there will at all times be a Fiscal Agent and, in case of Dematerialised Warrants in fully registered form, a Registration Agent.

10.2 Calculation Agent

The Calculation Agent with respect to an Issue of Warrants will be Société Générale (or any successor thereto), as designated in the applicable Final Terms.

11. MINIMUM AND MAXIMUM NUMBER OF WARRANTS EXERCISABLE

The minimum and maximum number of Warrants exercisable by any Warrantholder on any Exercise Date (respectively, the **Minimum Exercise Number** and **Maximum Exercise Number**) shall be specified in the applicable Final Terms. The number of Warrants exercisable by a Warrantholder on any Exercise Date must be greater than or equal to the Minimum Exercise Number and (except on the Expiration Date) may not exceed the Maximum Exercise Number. Any Exercise Notice which purports to exercise Warrants in an amount less than the Minimum Exercise Number shall be void and of no effect. Any Exercise Notice which purports to exercise (except on the Expiration Date) Warrants in an amount in excess of the Maximum Exercise Number shall be void and of no effect in respect of such excess provided that:

- (1) only if so specified in the applicable Final Terms, the Warrants subject to the Maximum Exercise Number shall be selected at the Issuer's discretion (or in any other manner specified in the applicable Final Terms); and
- (2) unless otherwise specified in the applicable Final Terms, the Warrants tendered for exercise pursuant to such Exercise Notice in excess of such Maximum Exercise Number will be automatically exercised on each next date on which Warrants may be exercised subject always (except on the Expiration Date) to the Maximum Exercise Number.

The minimum number (or an integral multiple thereof) of Warrants that may be traded by a Warrantholder (the **Minimum Trading Number**) shall be specified in the applicable Final Terms.

12. NOTICES

- 12.1 Subject as provided in Condition 12.4, all notices to the holders of Materialised Bearer Warrants and Dematerialised Warrants in bearer form shall be deemed to be validly given if published in a leading English language daily newspaper of general circulation in Europe (which is expected to be the Financial Times) provided that, so long as such Warrants are listed on any stock exchange(s) and the rules applicable to such stock exchange so require, notices shall be valid if published in a daily financial newspaper with general circulation in the city/ies where the stock exchange(s) on which such Warrants is/are listed, which, in the case of the Luxembourg Stock Exchange, is expected to be the *Luxemburger Wort* (or the *Tageblatt*) or if published on www.bourse.lu.
- 12.2 The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations applicable on any regulated market or other stock exchange on which the Warrants are for the time being listed and of any relevant authority by which they have been admitted to trading. Any such notice will be deemed to have been given (i) on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspaper(s) or (ii) in the case of publication on a website, on the date on which such notice is first posted on the relevant website.
- 12.3 Subject as provided in Condition 12.4 and Condition 12.5, all notices to the holders of Dematerialised Warrants in registered form (*au nominatif*) shall be deemed to be validly given if either, (i) they are mailed to them at their respective addresses, in which case they will be deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the mailing, or, (ii) at the option of the Issuer, they are published in a leading daily newspaper of general circulation in Europe (which is expected to be the Financial Times) provided that, so long as such Warrants are listed on any stock exchange(s) and the rules applicable to such stock exchange so require, notices shall be valid if published in a daily financial newspaper with general circulation in the city/ies where the stock

exchange(s) on which such Warrants is/are listed, which, in the case of the Luxembourg Stock Exchange, is expected to be the *Luxemburger Wort* (or the *Tageblatt*) or if published on www.bourse.lu.

- 12.4 Subject as provided in Condition 12.5, Notices required to be given to the holders of Dematerialised Warrants (whether in registered or in bearer form) pursuant to these Conditions may be given by delivery of the relevant notice to the relevant Clearing System through which the Warrants are for the time being cleared in substitution for the mailing and publication as required by Conditions 12.1 and 12.3; except that (i) so long as such Warrants are listed on any stock exchange(s) and the applicable rules to that stock exchange so require, notices shall also be published in a daily financial newspaper with general circulation in the city/ies where the stock exchange(s) on which such Warrants are listed, which, in the case of the Luxembourg Stock Exchange, is expected to be the *Luxemburger Wort* (or the *Tageblatt*) or if published on www.bourse.lu and (ii) notices relating to the convocation and decision(s) of the General Meetings pursuant to Condition 12 shall also be published in a leading daily newspaper of general circulation in Europe (which is expected to be the Financial Times).
- 12.5 In the case of either Condition 12.3 or Condition 12.4, the Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Warrants are for the time being listed or by which they have been admitted to trading.
- 12.6 If any such publication pursuant to this Condition is not practicable, notice shall be validly given if published in a leading daily financial newspaper with general circulation in Europe. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above.

13. MEETINGS OF WARRANTHOLDERS, MODIFICATION AND WAIVER

The French Agency Agreement contains provisions for convening meetings of the Warrantholders (to consider any matter affecting their interests, including the sanctioning by extraordinary resolution (an **Extraordinary Resolution**) of a modification of the Warrants or certain provisions of the French Agency Agreement. Such a meeting may be convened by the Issuer or the Guarantor at any time or by Warrantholders holding not less than 10 per cent. of the Warrants for the time being unexercised. The quorum at any such meeting for passing such Extraordinary Resolution is one or more persons holding or representing in the aggregate not less than 50 per cent. of the Warrants for the time being unexercised, or at any adjourned meeting one or more persons being or representing Warrantholders whatever the number of Warrants so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Warrants, (including but not limited to modifying the exercise date or exercise period of the Warrants, reducing or cancelling the Cash Settlement Amount or Physical Delivery Amount in respect of the Warrants or altering the currency of payment of the Warrants, modifying of the majority required to pass an Extraordinary Resolution, sanctioning of any scheme or proposal for the exchange or sale of the Warrants for, or the conversion of the Warrants into, or the cancellation of the Warrants in consideration of, shares, stock, bonds, debentures, debenture stock and/or other obligations and/or securities of the Issuer (as further described in the French Agency Agreement)), the necessary quorum for passing an Extraordinary Resolution will be one or more persons holding or representing not less than two-thirds, or at any adjourned such meeting not less than one-third, in number of the Warrants for the time being unexercised. An Extraordinary Resolution passed at any meeting of the Warrantholders shall be binding on all the Warrantholders, whether or not they are present at the meeting.

The Fiscal Agent, the Issuer and the Guarantor may agree, without the consent of the Warrantholders, to any modification of the Warrants, or the French Agency Agreement which is (i) to cure or correct any ambiguity or defective or inconsistent provision contained therein, or which is of a formal, minor or technical nature or (ii) not prejudicial to the interests of the Warrantholders (provided the proposed modification does not relate to a matter in respect of which an Extraordinary Resolution would be required if a meeting of Warrantholders were held to consider such modification) or (iii) to correct a

manifest error or proven error or (iv) to comply with mandatory provisions of the law. Any such modification shall be binding on the Warrantholders and any such modification shall be notified to the Warrantholders in accordance with Condition 12 of these General Terms and Conditions.

The Issuer may decide, without the consent of the Warrantholders to (a) any modification of the Warrants which is not materially prejudicial to the interests of the Warrantholders; or (b) any modification of the Warrants which is of formal, minor or technical nature or is made to correct a manifest error or proven error or to comply with mandatory provisions of the law of the jurisdiction in which the Issuer is incorporated. Any such modification shall be binding on the relevant Warrantholders and any such modification shall be notified to such Warrantholders in accordance with Condition 12 of these General Terms and Conditions.

14. FURTHER ISSUES AND CONSOLIDATION

The Issuer shall be at liberty from time to time without the consent of the Warrantholders to create and issue further Warrants ranking *pari passu* in all respects and on the same Terms and Conditions (save for their Issue Date and Issue Price), and so that the same shall be consolidated and form a single issue with, the outstanding Warrants.

The Issuer may from time to time on or after the date specified for a change of currency of the Warrants pursuant to Condition 1 of these General Terms and Conditions, on giving not less than 30 days' prior notice to the Warrantholders in accordance with Condition 12 of these General Terms and Conditions, without the consent of Warrantholders, consolidate the Warrants with one or more issues of other Warrants issued by it, whether or not originally issued in one of the European national currencies or in Euro, provided such other Warrants have been changed into euro (if not originally payable in euro) and which otherwise have, in respect of all periods subsequent to such consolidation, the same terms and conditions as the Warrants.

The provisions of this Condition 14 shall not apply to Preference Share Linked Warrants or Warrant Linked Warrants.

15. ADJUSTMENTS AND DISRUPTION – CALCULATIONS AND DETERMINATIONS

15.1 Provisions applicable to Warrants linked to an Underlying

When the applicable Final Terms specify that "*Type of Warrants*" is Share Linked Warrants and/or Index Linked Warrants and/or SGI Index Linked Warrants and/or Depositary Receipts Linked Warrants and/or Dividend Linked Warrants and/or Non Equity Security Linked Warrants and/or ETF Linked Warrants and/or Reference Rate Linked Warrants and/or Foreign Exchange Rate Linked Warrants and/or Commodity Linked Warrants and/or Fund Linked Warrants and/or Credit Linked Warrants and/or Inflation Linked Warrants and/or Bond Linked Warrants and/or Preference Share Linked Warrants and/or Warrant Linked Warrants and/or ETP Linked Warrants and/or Portfolio Linked Warrants, this Condition 15.1 applies.

Share Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for Share Linked Warrants;

Index Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for Index Linked Warrants;

SGI Index Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for SGI Index Linked Warrants;

Depositary Receipts Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for Depositary Receipts Linked Warrants;

Dividend Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for Dividend Linked Warrants;

Non Equity Security Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for Non Equity Security Linked Warrants.

ETF Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for ETF Linked Warrants;

Reference Rate Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for Reference Rate Linked Warrants;

Foreign Exchange Rate Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for Foreign Exchange Rate Linked Warrants;

Commodity Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for Commodity Linked Warrants;

Fund Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for Fund Linked Warrants;

Credit Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for Credit Linked Warrants;

Inflation Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for Inflation Linked Warrants;

Bond Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for Bond Linked Warrants;

Preference Share Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for Preference Share Linked Warrants;

Warrant Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for Warrants Linked Warrants;

ETP Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for ETP Linked Warrants;

Future Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for Future Linked Warrants; and

Portfolio Linked Warrants shall be subject to the provisions of the Additional Terms and Conditions for Portfolio Linked Warrants.

Each of these Additional Terms and Conditions contain, amongst others, provisions for determining any amount where calculation is impossible or impracticable and provisions relating to adjustments with respect to Underlying(s) (when applicable) and any market disruption (including, without limitation and where necessary, appropriate definitions of **Potential Adjustment Events**, **Extraordinary Events**, **Market Disruption Events** and **Disruption Events** and details of the consequences of such events).

15.2 Provisions applicable to Physical Delivery Warrants

When the applicable Final Terms specify that "*Physical Delivery Warrant Provisions*" is applicable, this Condition 15.2 applies.

15.2.1 Provisions applicable to Deliverable Asset(s)

- (1) When "*Deliverable Asset(s)*" is specified in the applicable Final Terms as being the Underlying(s) which may be a Share and/or a Depositary Receipt and/or an ETF and/or a Fund

and/or an ETP and/or a Bond and/or a Preference Share and/or a Reference Warrant and/or a Non Equity Security, the provisions of the Additional Terms and Conditions for Share Linked Warrants and/or the Additional Terms and Conditions for Depositary Receipts Linked Warrants and/or the Additional Terms and Conditions for ETF Linked Warrants and/or the Additional Terms and Conditions for Fund Linked Warrants and/or the Additional Terms and Conditions for ETP Linked Warrants and/or the Additional Terms and Conditions for Future Linked Warrants and/or the Additional Terms and Conditions for Bond Linked Warrants and/or the Additional Terms and Conditions for Preference Share Linked Warrants and/or the Additional Terms and Conditions for Warrant Linked Warrants and/or the Additional Terms and Conditions for Non Equity Security Linked Warrants shall apply.

- (2) When "*Deliverable Asset(s)*" is different from the Underlying(s) specified in the applicable Final Terms and but is a share and/or a depositary receipt and/or an exchange traded fund and/or a fund and/or an exchange traded product and/or a bond and/or a preference share and/or a warrant, the provisions of the Additional Terms and Conditions for Share Linked Warrants and/or the Additional Terms and Conditions for Depositary Receipts Linked Warrants and/or the Additional Terms and Conditions for ETF Linked Warrants and/or the Additional Terms and Conditions for Fund Linked Warrants and/or the Additional Terms and Conditions for ETP Linked Warrants and/or the Additional Terms and Conditions for Future Linked Warrants and/or the Additional Terms and Conditions for Bond Linked Warrants and/or the Additional Terms and Conditions for Preference Share Linked Warrants and/or the Additional Terms and Conditions for Warrant Linked Warrants and/or the Additional Terms and Conditions for Non Equity Security Linked Warrants shall apply.
- (3) When "*Deliverable Asset(s)*" is, in respect of Credit Linked Warrants, specified in the applicable Final Terms as being "*Specified Deliverable Obligation(s)*", the provisions of the Additional Terms and Conditions for Credit Linked Warrants shall apply.

15.2.2 Settlement Disruption Event

If a Settlement Disruption Event does prevent delivery of the Physical Delivery Amount on the Settlement Date, then, such delivery shall occur on the first succeeding day on which delivery of the Physical Delivery Amount can take place through the relevant Clearing System (the **Actual Settlement Date**) unless a Settlement Disruption Event prevents delivery during the Delivery Period. In that latter case, the Issuer shall, in lieu of delivering the Physical Delivery Amount, pay, in respect of each Warrant, the fair market value of the number of Deliverable Asset(s) to be delivered (the **Fair Market Value**) converted into the Settlement Currency at the current exchange rate, if applicable.

The Fair Market Value will be determined by the Calculation Agent on the basis of the market conditions on the first Business Day following the Delivery Period.

- (1) If a dividend is paid in respect of the Deliverable Asset(s) from and including the Exercise Date to and, as the case may be, (a) excluding the Delivery Date or (b) including, in the event of a Settlement Disruption Event, the date on which the Fair Market Value is calculated, then, the net dividend amount relating to the number of Deliverable Asset(s) to be delivered per Warrant (excluding any related tax credit) converted into the Settlement Currency at the current exchange rate, if applicable, will be paid in cash to the Warrantheolders as soon as practicable.
- (2) All stamp duties, or other similar taxes and/or duties, in respect of physical delivery of Deliverable Asset(s) shall be borne by the Warrantheolders.

Provided that in the case of Credit Linked Warrants, upon the occurrence of a Settlement Disruption Event, the relevant Issuer shall, in lieu of delivering the Physical Delivery Amount, pay, in respect of each Warrant, the Credit Event Payment Amount per Undeliverable Obligations (as defined in the Additional Terms and Conditions for Credit Linked Warrants) to be delivered converted into the Settlement Currency at the current exchange rate, if applicable.

As used in this Condition 15.2.2:

Clearing System Day means, in respect of a Clearing System, any day on which such Clearing System is open for the acceptance and execution of settlement instructions.

Delivery Date means, as the case may be, (a) the scheduled Settlement Date or (b) in the event of a Settlement Disruption Event, the Actual Settlement Date (as defined above).

Settlement Disruption Event means any event beyond the control of the Issuer as a result of which the relevant Clearing System cannot clear the transfer of the Physical Delivery Amount.

15.3 Calculations and determinations

With respect to Warrants to which the Additional Terms and Conditions for Share Linked Warrants and/or Additional Terms and Conditions for Index Linked Warrants and/or Additional Terms and Conditions for SGI Index Linked Warrants and/or Additional Terms and Conditions for Depositary Receipts Linked Warrants and/or Additional Terms and Conditions for Dividend Linked Warrants and/or the Additional Terms and Conditions for Non Equity Security Linked Warrants and/or Additional Terms and Conditions for ETF Linked Warrants and/or Additional Terms and Conditions for Reference Rate Linked Warrants and/or Additional Terms and Conditions for Foreign Exchange Rate Linked Warrants and/or Additional Terms and Conditions for Commodity Linked Warrants and/or Additional Terms and Conditions for Fund Linked Warrants and/or Additional Terms and Conditions for Credit Linked Warrants and/or Additional Terms and Conditions for Inflation Linked Warrants and/or Additional Terms and Conditions for Bond Linked Warrants and/or Additional Terms and Conditions for Preference Share Linked Warrants and/or Additional Terms and Conditions for Warrant Linked Warrants and/or the Additional Terms and Conditions for ETP Linked Warrants and/or the Additional Terms and Conditions for Future Linked Warrants and/or the Additional Terms and Conditions for Portfolio Linked Warrants, the Calculation Agent responsible for determining and calculating any amount or rate shall be the Calculation Agent specified in the applicable Final Terms (pursuant to the provisions of Condition 10 of these General Terms and Conditions).

In relation to each issue of Warrants, the Calculation Agent (whether it be Société Générale or another entity) will act solely as agent of the Issuer and the Guarantor and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Warrantholders. Except if otherwise specified in the Terms and Conditions, all calculations and determinations made in respect of the Warrants by the Calculation Agent shall be made in good faith and (save in the case of manifest or proven error) be final, conclusive and binding on the Issuer, the Guarantor and the Warrantholders.

The Calculation Agent may, with the consent of the Issuer and the Guarantor, delegate any of its obligations and functions to a third party as it deems appropriate.

Neither the Issuer, nor the Guarantor, nor the Calculation Agent shall have any responsibility for any errors or omissions beyond its reasonable control (save in the case of manifest or proven error) in the calculation of any amount or with respect to any other determination required to be made by it under the Terms and Conditions.

Any determination made by (or on behalf of) the Issuer pursuant to the Terms and Conditions shall (save in the case of manifest or proven error) be final, conclusive and binding on, the Guarantor, the Agents and the Warrantholders. Following the occurrence of an event giving rise to an adjustment which is substantial in the opinion of the Calculation Agent or of an extraordinary event affecting:

- (1) an Underlying in respect of the Additional Terms and Conditions for Share Linked Warrants and/or Additional Terms and Conditions for Index Linked Warrants and/or Additional Terms and Conditions for SGI Index Linked Warrants and/or Additional Terms and Conditions for Depositary Receipts Linked Warrants and/or Additional Terms and Conditions for Dividend

Linked Warrants and/or the Additional Terms and Conditions for Non Equity Security Linked Warrants and/or Additional Terms and Conditions for ETF Linked Warrants and/or Additional Terms and Conditions for Reference Rate Linked Warrants and/or Additional Terms and Conditions for Foreign Exchange Rate Linked Warrants and/or Additional Terms and Conditions for Commodity Linked Warrants and/or Additional Terms and Conditions for Fund Linked Warrants and/or Additional Terms and Conditions for Credit Linked Warrants and/or Additional Terms and Conditions for Inflation Linked Warrants and/or Additional Terms and Conditions for Bond Linked Warrants and/or Additional Terms and Conditions for Preference Share Linked Warrants and/or Additional Terms and Conditions for Warrant Linked Warrants and/or the Additional Terms and Conditions for ETP Linked Warrants and/or the Additional Terms and Conditions for Future Linked Warrants and/or the Additional Terms and Conditions for Portfolio Linked Warrants; and/or

- (2) affecting a Selected Obligation or a Deliverable Obligation in respect of the Additional Terms and Conditions for Credit Linked Warrants; and/or
- (3) affecting a Bond in respect of the Additional Terms and Conditions for Bond Linked Warrants,

the Calculation Agent shall notify the Issuer, which shall in its turn notify the Agent and the Warrantholders, pursuant to the provisions of Condition 12 of these General Terms and Conditions, of the relevant adjustment made or decision taken by the Calculation Agent. Details of such adjustment made or decision taken can be obtained by the Warrantholders upon request at the Calculation Agent's address specified in the applicable Final Terms.

15.4 Provisions applicable to Secured Warrants

If the applicable Final Terms specify that the clause "Secured Warrant Provisions" is "Applicable", this Condition 15.4 applies.

Secured Warrants shall be subject to the provisions of the Additional Terms and Conditions relating to Secured Warrants which contain provisions relating to disruption events (including, without limitation and where necessary, appropriate definitions of Collateral Disruption Event and Collateral Settlement Disruption and details of the consequences of such events).

15.5 Use of square brackets

The use of square brackets "[...]" indicates that a term or provision is optional and whether or not it applies will be determined by reference to the applicable Final Terms.

16. GOVERNING LAW AND SUBMISSION TO JURISDICTION

16.1 Governing law

If the applicable Final Terms indicate that the clause "Governing law" is stated as being "French law":

The Warrants and any non-contractual obligations arising out of or in connection with the Warrants are governed by, and shall be construed in accordance with, French law.

The French Agency Agreement and any non-contractual obligations arising out of or in connection with the French Agency Agreement are governed by, and shall be construed in accordance with, French law.

The Guarantee and any non-contractual obligations arising out of or in connection with the Guarantee are governed by, and shall be construed in accordance with, English law.

16.2 Submission to jurisdiction

Any claim against the Issuer in connection with any Warrant and the French Agency Agreement shall be brought before the competent courts of Paris (*tribunaux de Paris*, France) exclusively.

17. LIMITATION RECOURSE AGAINST SG ISSUER AND SOCIETE GENERALE EFFEKTEN GmbH

Each holder of a Warrant or Warrants issued by SG Issuer and Société Générale Effekten GmbH (with the exception of any Secured Warrants, in respect of which Condition 6 of the Additional Terms and Conditions relating to Secured Warrants shall apply instead of this Condition 17) is deemed to have acknowledged and undertaken, on its acquisition of such Warrant(s), that, in the event of a default under the Warrant(s) issued by SG Issuer or Société Générale Effekten GmbH, as the case may be, of payment or delivery of any sum due on any such Warrant(s) whenever such payment or delivery falls due (such payment or delivery defaults, **Defaulted Payments**), such holder shall not institute any legal proceeding, or otherwise assert a claim against SG Issuer or Société Générale Effekten GmbH, as the case may be, to enforce such Defaulted Payments and waives all rights to institute such proceedings or make such claims in respect of such Defaulted Payments against the Issuer.

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

Such acknowledgement, undertaking and waiver do not alter or impair the rights of the Warrantholders to require the enforcement of the Pledge Agreement pursuant to the provisions of the Additional Terms and Conditions relating to Secured Warrants.

ADDITIONAL TERMS AND CONDITIONS RELATING TO ONE-DELTA, FIXED LEVERAGE AND TURBO WARRANTS

The following Additional Terms and Conditions relating to One-Delta Warrants, Fixed Leverage Warrants and Turbo Warrants (the **Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants**) will apply with respect to an Issue of Warrants that are specified in the applicable Final Terms as being One-Delta Warrants, Fixed Leverage Warrants or Turbo Warrants. Where these Additional Terms and Conditions are applicable to an Issue of Warrants, the applicable Final Terms will specify a **Product** and its related reference. The relevant Warrant will be known in these Additional Terms and Conditions as the Product. These Additional Terms and Conditions set forth herein that relate to that Product will apply in respect of the relevant Issue of Warrants (having, where relevant, the appropriate Reference of the Product, amongst other things). Each Product forms part of a family of products (the **Family of Products**).

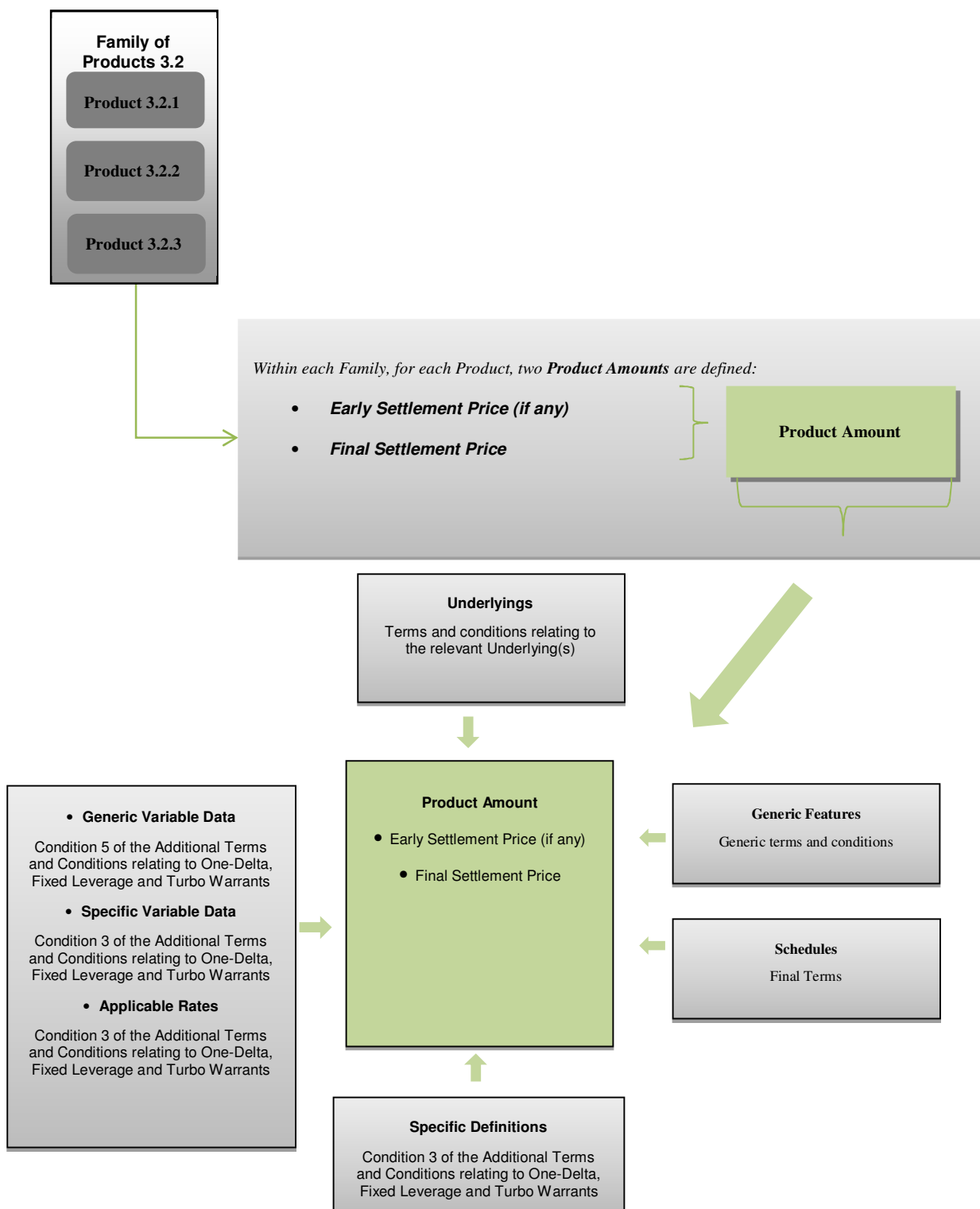
The definitions used in these Additional Terms and Conditions may also apply to a Warrant the applicable Final Terms of which specify that all or part of the capitalised terms used therein have the meaning as described to them in these Additional Terms and Conditions.

References in these Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants to a "Condition" or "these Additional Terms and Conditions" shall be construed as a reference to the relevant conditions in these Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants unless otherwise specified herein.

OVERVIEW

The following diagram provides an overview of the organisation of each Family of Products, using the example of the Family of Fixed Leverage Products (as set out in detail in Condition 3.2 below).

Each Product belongs to a Family and is defined by two Product Amounts. In this example:



Family of Products	A Family of Products is a group of Product having similar characteristics. For each Family of Products, formulae, applicable rate(s) and variable data are defined in order to determine the Product Amounts (defined below). The Families of Products are listed in the preamble of Condition 3 below each with a two-digit reference (e.g. 3.2).
Reference of the Product	A Reference of the Product is a three-digit reference number with the first two digits corresponding to the reference of the Family of Products to which the Product belongs and the third digit corresponding to the Product itself. The applicable Final Terms for the Warrants shall indicate the Reference of the Product (which corresponds to a paragraph of Condition 3 of these Additional Terms and Conditions where are all the formulae, applicable rate(s) and variable data used to determine the Product Amounts (as defined below) are listed), and as the case may be, the Options (as defined below) and Add-ons (as defined below) necessary to determine such Product Amounts.
Product	A Product is a Warrant to which these Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants apply and having an Early Settlement Price (if any) and a Final Settlement Price (each a Product Amount and together the Product Amounts), each determined by the Calculation Agent on the basis of a set of definitions and formulae listed in Condition 3 of these Additional Terms and Conditions in the relevant paragraph corresponding to the Reference of the Product.
Event-linked Early Expiration: <i>Early Settlement Price (if any)</i> <i>(as described in Condition 1.1 below)</i>	<u>Common principles:</u> For each Product, each Product Amount is equal to the formula (Notional Amount x Product Formula). A Product Amount may be simplified to the Product Formula if the Notional Amount is set to "Not applicable" in the applicable Final Terms. For each Product and each Product Amount, a specific set of definitions and formulae which refer to certain Variable Data , formulae and rates (Applicable Rates) are specified (the Product Formula(e)). For the avoidance of doubt, several Variable Data and Applicable Rates can be associated with a particular Product Formula, and, for each Product Formula, one or several Options and/or Add-ons may be applicable. Product Formula = Function{Schedule(s) ; Specific Definition(s) ; Variable Data ; Applicable Rate(s) ; Add-on(s) ; Options} Specific Product Formula(e) may be defined for each Product Amount.
Final Settlement Price: <i>Final Settlement Price</i> <i>(as described in Condition 1.2 below)</i>	

The following provisions apply to the Early Settlement Price (if any) and the Final Settlement Price:	
Schedule <i>(as described in Condition 2.1 below)</i>	<p>A Schedule means (i) either Valuation Date(s), Relevant Valuation Date(s), Underlying Level Calculation Date(s) or any other date(s) listed in the applicable Final Terms, or (ii) all Valuation Date(s) or Relevant Valuation Date(s) or any other date(s) comprised within a period defined in the applicable Final Terms.</p> <p>For the avoidance of doubt, several Schedules may be used for the determination and calculation of a particular Product Amount.</p> <p>Furthermore, in respect of Product Formula and a particular Schedule, for ease of reading, Valuation Date, Relevant Valuation Date or Underlying Level Calculation Date may be renamed (for instance, for a Schedule made of daily Valuation Dates, "Valuation Date" may be renamed "Daily Valuation Date", for a Schedule with annual Relevant Valuation Dates, "Relevant Valuation Date" may be renamed "Annual Valuation Date", for another Schedule relating to a specific Underlying_A, "Valuation Date" may be renamed "Underlying_A Valuation Date", for a Schedule made of daily Underlying Level Calculation Dates, "Daily Underlying Level Calculation Date", etc.).</p> <p>For the avoidance of doubt, all these dates, whatever their names, shall be considered as Valuation Dates as defined in the relevant Additional Terms and Conditions for the relevant Underlying(s), with the exception of the Averaging Date which shall keep the meaning of Averaging Date as defined in the relevant Additional Terms and Conditions for the relevant Underlying(s).</p>
General Definitions <i>(as described in Condition 2.2.1 below)</i>	<p>Condition 5 of these Additional Terms and Conditions contains certain definitions that may apply to any Family of Products and any Product within a Family of Products.</p>
Specific Definition(s) <i>(as described in Condition 2.2.2 below)</i>	<p>If relevant, Specific Definition(s) are specific definitions and formula(e) which are required for the determination and calculation of a Product Amount, specific to a particular Product. In Condition 3 below, when the determination of a Product Formula of a Product Amount requires one or more specific definitions, a paragraph "Specific Definitions" will be replicated in the paragraph of the applicable Final Terms with either (i) a specific definition contained in these Additional Terms and Conditions or (ii) the reference(s) to these Additional Terms and Conditions where the Specific Definition(s) is/are necessary for the determination and calculation of a Product Amount for such Product can be found.</p>
Variable Data <i>(as described in Condition 2.3 below)</i>	<p>The Variable Data is the variable data used as input(s) in the Product Formula for the determination and calculation of the Product Amount relating to a Product and specified with the relevant <i>(inter alia)</i> amount, level or percentage in the applicable Final Terms.</p>
Applicable Rate <i>(as described in Condition 2.5 below)</i>	<p>An Applicable Rate is a rate which is given a standard definition and may follow a standard formula, and may be forced to a constant level over time and/or initially be equal to a fixed rate and then vary</p>

	<p>depending on market conditions and/or capped and/or floored and/or adjusted by an additive factor and/or a multiplicative factor and/or substituted with a market rate (including, any successor to a market rate).</p> <p>An Applicable Rate may be combined with several other Applicable Rates.</p> <p>Applicable Rates are used as inputs in the Product Formula for the determination and calculation of the Product Amount relating to a Product.</p>
<p>Add-on (as described in Condition 1.3 below)</p>	<p>The list of generic features that can be applied to any standard Product Formula(e) in order to supplement, modify or supersede these standard Product Formula(e). The paragraph "<i>Reference of the Product</i>" in the applicable Final Terms of a Product will specify the Add-on(s) applicable to such Product.</p>
<p>Option 1, 2,...X</p>	<p>Within a same Family of Products or Add-on the different variations of the Product Formula(e) used for the calculation of a Product Amount. These different Options are described in Conditions 1 and 3 below. The paragraph "<i>Reference of the Product</i>" of the applicable Final Terms will indicate the Option applicable to the Product.</p>

1. PROVISIONS AND DEFINITIONS RELATING THE PRODUCT AMOUNTS

The provisions described hereunder are applicable to all the different Product Formula described in Condition 3 below.

1.1 Event-linked Early Expiration

If the applicable Final Terms specify that the paragraph "*Event-linked Early Expiration*" is "Applicable", any relevant Product Formula used to determine the **Early Settlement Price(s)** appearing in the paragraph relating to the Reference of the Product in Condition 3 below will be replicated in the paragraph "Event-linked Early Settlement Price" of the applicable Final Terms with the relevant values of the Variable Data, Applicable Rate(s), Schedule(s), Specific Definitions, Add-ons and/or Options:

<p>Event-linked Early Settlement Price:</p>	<p>Unless previously exercised or cancelled in accordance with the Terms and Conditions, the Event-linked Early Settlement Price for each Warrant shall be the Early Settlement Price for each Warrant which will be determined in accordance with the following provisions:</p> <p><i>[Insert the Early Settlement Price of the Product corresponding to the relevant Reference of the Product. The applicable definitions to the Product Formula(e) will be inserted in the clause "Definitions relating to the Product" of the applicable Final Terms.]</i></p>
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1.2 Final Settlement Price

Any relevant Product Formula used to determine the **Final Settlement Price** of the relevant Product appearing in the paragraph relating to the Reference of the Product in Condition 3 below will be replicated in the paragraph "*Final Settlement Price*" of the applicable Final Terms with the relevant values of the Variable Data, Applicable Rate(s), Schedule(s), Specific Definitions, Add-ons and/or Options set out in Conditions 1.3, 1.4, 1.5 and 2 below, as the case may be:

Final Settlement Price:	<p>Unless previously exercised or cancelled in accordance with the Terms and Conditions, the Final Settlement Price for each Warrant will be determined in accordance with the following provisions:</p> <p><i>[Insert the Final Settlement Price of the Product corresponding to the relevant Reference of the Product. The applicable definitions to the Product Formula(e) will be inserted in the paragraph "Definitions relating to the Product" of the applicable Final Terms.]</i></p>
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1.3 Add-on relating to Product Formulae

When an Add-on is used in respect of the Product Formula of a Product Amount defined in Condition 3 below, this will supplement, modify or supersede, as the case may be, such Product Formula.

For each Product Amount in respect of which an Add-on is used, the relevant provisions in the applicable Final Terms shall include the reference to (a) the relevant Add-on (Conditions 1.3.1 to 1.3.3 below), (b) the applicable Option in relation to the relevant Add-on (Condition 1.3.2 below) and (c) the applicable Product Formula(e) (Condition 3 below) and / or Variable Data (Condition 5 below).

1.3.1 Add-on relating to Early Settlement Price

If the paragraph "*Event-linked Early Expiration*" of a Product of a Family of Products is specified as being "Applicable" in Condition 3 below, this may nevertheless be modified as follows in accordance with the information indicated in the paragraph "*Reference of the Product*" of the applicable Final Terms:

- the paragraph "*Event-linked Early Expiration*" may be set as "Not applicable" in the applicable Final Terms of the Product and, consequently, no Early Settlement Price shall be determined in respect of the Product;
- the Product Formula(e) predefined relating to the Early Settlement Price may be superseded by one or more Product Formula(e) relating to the Early Settlement Price of any other Product of any other Family of Products described in Condition 3 below;
- if the paragraph "*Event-linked Early Expiration*" of a Product of a Family of Products is specified as being "Not applicable" in Condition 3 below, this may nevertheless be modified to "Applicable" in the applicable Final Terms to the Product and, consequently, an Early Settlement Price shall be determined for this Product by applying the Product Formula relating to the Early Settlement Price of any other Product of any other Family of Products described in Condition 3 below.

1.3.2 Add-on relating to Global Factors

Any Product Formula defined in Condition 3 below and used to determine a Product Amount may be modified by the inclusion of a GlobalCap, GlobalFloor, GlobalAdditiveFactor or GlobalMultiplicativeFactor:

Option 1: If **GlobalCap** is specified as a Variable Data in the applicable Final Terms, then:

Product Amount = Notional Amount x Min(GlobalCap ; Product Formula).

Option 2: If a **GlobalFloor** is specified as a Variable Data in the applicable Final Terms, then:

Product Amount = Notional Amount x Max(GlobalFloor ; Product Formula).

Option 3: If a **GlobalAdditiveFactor** is specified as a Variable Data in the applicable Final Terms, then:

Product Amount = Notional Amount x (Product Formula + GlobalAdditiveFactor).

Option 4: If a **GlobalMultiplicativeFactor** is specified as a Variable Data in the applicable Final Terms, then:

Product Amount = Notional Amount x Product Formula x GlobalMultiplicativeFactor.

The Variable Data are defined under Condition 5.4 herein.

1.3.3 Add-on relating to CapitalisationRate

For some Products for which there is a significant period of time between the last Valuation Date and the Settlement Date, the Product Formula may become:

Product Amount = Notional Amount x Product Formula x CapitalisationRate,

With the CapitalisationRate being calculated on the relevant period of calculation and being a Variable Data specified in the applicable Final Terms.

1.4 Non applicability of the Notional Amount

For a particular Issue of Warrants, the applicable Final Terms may specify that the "Notional Amount per Warrant" is "Not applicable". In such cases, any reference to "Notional Amount" in the applicable Final Terms relating to such Issue of Warrants shall be omitted and removed from the description of the relevant Product Formula(e).

1.5 Substitution of Specific Definitions

For a particular Issue of Warrants, the applicable Final Terms may specify that one or more Specific Definition(s) is (are) to be substituted with a fixed level or value over time. In such cases, any reference to such Specific Definition(s) in the applicable Final Terms relating to such Issue of Warrants shall be substituted with such fixed level or value in the description of the relevant Product Formula(e).

2 SCHEDULES, SPECIFIC DEFINITION(S) VARIABLE DATA, SIMPLIFICATIONS AND APPLICABLE RATES

2.1 Schedules

A **Schedule** designates either (A) a list of Valuation Date(s), Relevant Valuation Date(s) or Underlying Level Calculation Date(s) or any other date(s), or (B) all Valuation Date(s) or Relevant Valuation Date(s) or Underlying Level Calculation Date(s) or any other date(s) comprised within a defined period.

For the avoidance of doubt, several Schedules may be used for the determination and calculation of a particular Product Amount. For ease of reading, Schedules may be renamed.

Furthermore, in respect of a Product Formula and a particular Schedule, also for ease of reading, "Valuation Date", "Relevant Valuation Date" or "Underlying Level Calculation Date(s)" may be renamed (for instance, for a Schedule made of daily Valuation Dates, "Valuation Date" may be renamed "Daily Valuation Date", for a Schedule with annual Valuation Dates, "Valuation Date" may be renamed "Annual Valuation Date", for another Schedule relating to a specific Underlying_A, "Valuation Date" may be renamed "Underlying_A Valuation Date", a Schedule with daily Underlying Level Calculation Dates, "Underlying Level Calculation Date" may be renamed "Daily Underlying Level Calculation Date", etc.).

2.2 General Definitions and Specific Definition(s)

2.2.1 General Definitions

Definitions listed in Condition 5 below are applicable to all the Families of Products and to each Product within a Family of Products.

2.2.2 Specific Definition(s)

If relevant, Specific Definition(s) are specific definitions and formula(e) which are required for the determination and calculation of a Product Amount, specific to a particular Product. One or more specific definitions may be necessary (hereafter the **Specific Definition(s)**). In Condition 3 below, when the determination of a Product Formula of a Product Amount requires one or more specific definitions, a paragraph "Specific Definitions" will be replicated in the paragraph of the applicable Final Terms with either (i) a specific definition contained in these Additional Terms and Conditions or (ii) the reference(s) to these Additional Terms and Conditions where the Specific Definition(s) is/are necessary for the determination and calculation of a Product Amount for such Product can be found. When no Specific Definition(s) is/are necessary to determine a Product Amount, the applicable Final Terms shall provide that "Specific Definitions" are "Not applicable".

2.3 Variable Data

One or more variable data are necessary to determine a Product Amount of a Product (the **Variable Data**). The definition(s) of the Variable Data that may be used for the Product Amount of a Product of any Family of Products are listed in Condition 5.4 (*General Variable Data*) below.

The Variable Data listed in Condition 5.4 below and that may be used in respect of one or more Products of a Family of Products are set out in the paragraph x.x.0 of the relevant Family of Products (e.g. 3.1.0 or 3.3.0).

The Variable Data listed in Condition 5.4 below relevant to a specific Product are set out below in the paragraph "Variable Data" of such Product.

In the applicable Final Terms:

- Depending on their respective definitions set out in Condition 5.4 below, each Variable Data can be an amount, level, percentage or observed value of a formula applied to the Underlying(s) of the Product.
- A Variable Data may depend on a specific Schedule as defined in Condition 2.1 above. For example, for the Reference of the Product 3.1.1 "One-Delta Products (Additive Formula)", the paragraph "Event-linked Early Expiration" refers to the Variable Data "BaseSettlementLevel_ESP(i)" which is the value of the BaseSettlementLevel_ESP on a specific Valuation Date (i), in respect of which an Early Expiration Event is deemed to have occurred, as determined by the Calculation Agent.

If in respect of a Product Formula of a Product Amount of a specific Product, a Variable Data has a value of either 0 (zero) or 1 (one), or is not used or not useful or if a Variable Data is not applicable for the calculation of certain Product Amounts, then the Product Formula(e) as specified in the applicable Final Terms may be simplified for the purpose of improving the reading and intelligibility of formula(e) as further set out in Condition 2.4 below.

2.4 Simplifications to Product Formulae

In the following cases, the Product Formula(e) as specified in the applicable Final Terms may be simplified for the purpose of improving the reading and intelligibility of formula(e).

- (i) If a Variable Data having a value of either 0 (zero) or 1 (one), or is not used or not useful or if a Variable Data is not applicable to the calculation of certain Product Amount(s), then such Variable Data may be omitted from the Product Formula(e).
- (ii) If, as the consequence of an option not being applied, a Specific Definition, floor, cap, Variable Data, or other parameter is not used in the determination of the relevant Product Amount(s), then such Specific Definition, floor, cap, Variable Data or other parameter may be omitted from the Product Formula(e).
- (iii) A parameter which is computed over time for the determination of the relevant Product Amount(s), may be fixed at a constant level. In such cases, the Specific Definition relating to this parameter may be omitted and such parameter may be replaced by such constant level or even omitted from the Product Formula(e) if such constant level has a value of either 0 (zero) or 1 (one), or is not used or not useful for the calculation of such Product Amount(s).
- (iv) A Specific Definition used in the calculation of Product Amount(s) may be replaced by its underlying components.
- (v) If in respect of a Product Formula of a Product Amount of a specific Product, a Specific Definition corresponds to a constant value of either 0 (zero) or 1 (one), or is not used or not useful or if a Specific Definition is not applicable for the calculation of certain Product Amounts, then the Product Formula(e) as specified in the applicable Final Terms may be simplified for the purpose of improving the reading and intelligibility of formula(e).

The following examples aim to illustrate various simplifications which may be brought to the description of the Product Formulae used to determine a Product Amount.

Example #1

For instance, in the case of One-Delta Products (Additive Formula) (Condition 3.1.1 of these Additional Terms and Conditions) the Product Formula is:

$$\text{BaseSettlementLevel} + \text{Min}(\text{GlobalCap} ; \text{Exposure} \times \text{UnderlyingLevel})$$

may be defined in the applicable Final Terms (with the reference to the relevant Reference of the Product) as follows, pursuant to (i) above:

$$\text{UnderlyingLevel}$$

as the Variable Data "BaseSettlementLevel" is equal to 0, "Exposure" is equal to 1, and "GlobalCap" is not applicable.

Example #2

For instance, in the case of One-Delta Products (Multiplicative Formula) (Condition 3.1.2 of these Additional Terms and Conditions) where Option Power Calculation is specified as being applicable, Multiplier is described in the following Specific Definition:

Multiplier(ULCD(i)) means in respect of each Underlying Level Calculation Date(i):

On the Underlying Level Calculation Date(0)

$$\text{Multiplier(ULCD(0))} = \text{MultiplierInitial}$$

For each subsequent Underlying Level Calculation Date(i), Multiplier(ULCD(i)) is determined for each Underlying Level Calculation Date(i) in accordance with the following formula:

$$\begin{aligned} \text{Multiplier(ULCD(i))} = & \text{Multiplier(ULCD(i-1))} \times (1 + \% \text{FinancingRateA(ULCD(i))} \times \\ & \max(\text{H(ULCD(i-1)),0} / \text{AdjustedBasketValue(ULCD(i-1))} + \% \text{FinancingRateB(ULCD(i))} \times \\ & \min(\text{H(ULCD(i-1)),0} / \text{AdjustedBasketValue(ULCD(i-1))} + \% \text{RepoRate(ULCD(i))} - \\ & \% \text{QuantoRate(ULCD(i))} - \% \text{GapPremiumRate(ULCD(i))} - \% \text{CollatCostRate(ULCD(i))} - \\ & \% \text{CommissionRate(ULCD(i))})^{\text{ACT(ULCD(i-1);ULCD(i))} / \text{DayCountBasis}} \end{aligned}$$

If for each i, each of %FinancingRateA, %FinancingRateB, %RepoRate, %QuantoRate, %GapPremiumRate, %CollatCostRate and %CommissionRate is equal to 0 and MultiplierInitial is equal to 1, then Multiplier shall be always equal to 1 and therefore may be omitted from the Product Formula(e) pursuant to (iii) and (iv) above.

Example #3

For instance, in the case of One-Delta Products (Additive Formula) (Condition 3.1.1 of these Additional Terms and Conditions), BasketValue is determined in accordance with the following formulae:

$$\text{BasketValue(ULCD(i))} = \text{sum}(k \text{ from } 1 \text{ to } N) (Q(\text{ULCD(i),k}) \times \text{Price(ULCD(i),k)})$$

If $N = 1$ and for each i, $Q(\text{ULCD(i),1}) = 1$ then the definition of BasketValue may be simplified as follows pursuant to (iii) above:

$$\text{BasketValue(ULCD(i))} = \text{Price(ULCD(i))}$$

AdjustedBasketValue is then determined as follows:

$$\text{AdjustedBasketValue(ULCD(i))} = \text{BasketValue(ULCD(i))} + H$$

If $H = 0$ then, the definition of *AdjustedBasketValue* may be simplified as follows pursuant to (iii) above:

$$\text{AdjustedBasketValue(ULCD(i))} = \text{BasketValue(ULCD(i))} = \text{Price(ULCD(i))}$$

UnderlyingLevel is determined according to the following formula:

$$\text{UnderlyingLevel(ULCD(i))} = \text{Max}(0; \text{Ratio(ULCD(i))} \times \text{AdjustedBasketValue(ULCD(i))} / \text{InitialBasketValue} + \text{UnitaryCashLeg(ULCD(i))})$$

If we also assume that $\text{InitialBasketValue} = \text{Price(ULCD(0))}$, then the formula used to determine *UnderlyingLevel* may then be simplified as follows :

$$\text{UnderlyingLevel(ULCD(i))} = \text{Max}(0; \text{Ratio(ULCD(i))} \times \text{Price(ULCD(i))} / \text{Price(ULCD(0))} + \text{UnitaryCashLeg(ULCD(i))})$$

2.5 Provisions relating to Applicable Rates

The Product Formula(e) of a Product may rely on the determination of certain rates (each such rate, an "**Applicable Rate**" as defined herein).

Each Applicable Rate is given a standard definition which may be amended by one or several of the following provisions:

- (i) Each Applicable Rate may be determined according to several options:
 - it may either follow one of the definitions specified in the relevant section called "Definitions relating to Applicable Rates"; or
 - it may be forced to a constant level over time; or
 - it can be initially equal to a fixed rate and then vary depending on market conditions; or
 - it can be substituted with a market rate (including, any successor to a market rate), which such rate will be specified in the applicable Final Terms and may be subject to application of a spread, which may be positive or negative and which will also be specified in the applicable Final Terms.
- (ii) An Applicable Rate which varies over time may be capped and/or floored and/or the initial level of such rate may be indicated in the applicable Final Terms.
- (iii) An Applicable Rate may be adjusted by an additive factor and/or a multiplicative factor, as may be indicated in the applicable Final Terms.
- (iv) An Applicable Rate may be a linear combination of several Applicable Rates (each such Applicable Rate being determined as per the above options), as may be indicated in the applicable Final Terms.
- (v) If, in respect of a Product Formula of a Product Amount of a specific Product, an Applicable Rate has a value of either 0 (zero) or 1 (one), or is not used or not useful or if an Applicable Rate is not applicable for the calculation of certain Product Amounts, then Product Formula(e) as specified in the applicable Final Terms may be simplified in the applicable Final Terms for the purpose of improving the reading and intelligibility of formula(e).

When several Underlying(k) are used for a Product, the above provisions may apply independently depending on each Underlying(k).

The following examples aim to illustrate some examples of definitions which may be applied to Applicable Rates in the description of the Product Formulae used to determine a Product Amount.

Example #1: Applicable Rate forced at a fixed level (in accordance with (i) above)

%DistRateBasket(ULCD(i),k) means the following:

- for $k=1,2,3,5$: 70%
- for $k=4$: 80%

Example #2: introduction of a floor, a cap and mention of an initial level (in accordance with (ii) above)

%CommissionRate(ULCD(i)) means, in respect of each Underlying Level Calculation Date(i), the annual commission rate as of such Underlying Level Calculation Date(i). The level of the annual commission rate will be determined by the Calculation Agent. %CommissionRate(ULCD(i)) is subject to a minimum of 0% and maximum of 0.5% and is initially equal to 0.2% at the Initial Valuation Date.

Example #3: adjustment by an additive and a multiplicative factor (in accordance with (iii) above)

%DistRate(ULCD(i),k) means, in respect of each Underlying(k) and each Underlying Level Calculation Date(i), the reinvestment rate of Dist(ULCD(i),k) in the cash component of the UnderlyingLevel, as specified in the applicable Final Terms. It corresponds to the percentage of such Dist(ULCD(i),k) that would be received by a hypothetical investor located in Luxembourg, as determined and updated from time to time by the Calculation Agent., such percentage being (i) first decreased by 10%, then (ii) multiplied by 0.85.

Example #4: substitution with a market rate for an Applicable Rate (in accordance with (i) above)

%RepoRate(ULCD(i)) means, in respect of each Underlying Level Calculation Date(i), the Euribor 12-month rate on Underlying Level Calculation Date(i-1). RIC code: EURIBOR= (1Y Maturity).

2.6 Provisions relating to Underlying, Underlying(k), Underlying(m) and Underlying(s)

When a Product Formula of a particular Product refers to an Underlying (Underlying(k), Underlying(m) or Underlying(s)), such reference may be replaced in such Product Formula by Underlying, Underlying(k), Underlying(m) or Underlying(s).

3. FAMILIES OF PRODUCTS AND DESCRIPTION OF THE FAMILIES

A list of Families of Products to which the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants apply and a description of each of the Families is set out below:

Condition and Reference of the Product	Family	Description of the Family
3.1	One-Delta	<p>This family includes Products which provide exposure to the performance (either positive or negative) of an Underlying or a Basket thereof.</p> <p>Such exposure may be a long one, a short one or a combination thereof. In case of One-Delta Products which offer an exposure to a Basket, the quantity of each Underlying within such Basket may be fixed or subject to modifications prior to the One-Delta Warrants being exercised or cancelled.</p>
3.2	Fixed Leverage	<p>This family includes Products which provide a daily leveraged long exposure (for Fixed Leverage Bull Products) or a daily leveraged short exposure (for Fixed Leverage Bear Products) to the performance (either positive or negative) of an Underlying (or a notional basket thereof), after deduction of certain replication costs and commissions from the payoff of the Product.</p>
3.3	Turbo	<p>This family includes Products which provide a leveraged exposure to the performance (either positive or negative) of an Underlying. These Products embed an Event-linked Early Expiration feature and may, as the case may be, have an Exercise Price which varies over time.</p>

3.1 FAMILY OF ONE-DELTA PRODUCTS

For One-Delta Products, a formula is set in order to calculate a reference level which will be used to determine the Final Settlement Price (such reference level being the **UnderlyingLevel**) on each **Underlying Level Calculation Date(i)**, or **ULCD(i)**, from the Initial Underlying Level Calculation Date, or **ULCD(0)**, which corresponds to Valuation Date(0), to the final Underlying Level Calculation Date(T) (**ULCD(T2)**), which corresponds to the Valuation Date(T).

Set out in the table below is the complete list of One-Delta Products and their corresponding references, which will be specified in the applicable Final Terms in the paragraph "*Reference of the Product*":

Reference of the Product	Product
3.1.1	One-Delta Products (Additive Formula)
3.1.2	One-Delta Products (Multiplicative Formula)
3.1.3	One-Delta Long Short Products
3.1.4	One-Delta Bear Products

3.1.0 Definitions relating to Applicable Rates

%CollatCostRate(ULCD(i)) means [%CollatCostRateInitial as of Underlying Level Calculation Date(0). For each subsequent Underlying Level Calculation Date(i), the value of %CollatCostRate(ULCD(i)) may be amended by the Calculation Agent in order to reflect] [for each Underlying Level Calculation Date(i) an annual rate which shall be determined with respect to such Underlying Level Calculation Date(i) by the Calculation Agent as] the cost that would be incurred by the Issuer (or any of its affiliates) if it were to borrow the ReferenceCollateralAssets (through, for example, but without limitation, a securities lending or repurchase agreement) for an amount equal to the market value of the Warrant as of such Underlying Level Calculation Date(i) (as determined by the Calculation Agent) multiplied by PCP.

%CommissionRate(ULCD(i)) means, in respect of each Underlying Level Calculation Date(i), the annual commission rate as of such Underlying Level Calculation Date(i). The level of the annual commission rate will be determined by the Calculation Agent.

%DistRate(ULCD(i),k) means [%DistRateInitial(k) as of Underlying Level Calculation Date(0). For each Underlying(k) and each subsequent Underlying Level Calculation Date(i), the value of %DistRate(ULCD(i),k) may be amended by the Calculation Agent in order to reflect] [for each Underlying(k) and each Underlying Level Calculation Date(i) a rate determined by the Calculation Agent as] the percentage of Dist(ULCD(i),k) that would be received by a hypothetical investor located in ReferenceCountry(k), net of any withholding tax, before application of any tax credit and assuming that such hypothetical investor does not benefit from double taxation treaties.

%DistRateBasket(ULCD(i),k) means [%DistRateBasketInitial(k) as of Underlying Level Calculation Date(0). For each Underlying(k) and each subsequent Underlying Level Calculation Date(i), the value of %DistRateBasket(ULCD(i),k) may be amended by the Calculation Agent in order to reflect] [for each Underlying(k) and each Underlying Level Calculation Date(i) a rate determined by the Calculation Agent as] the percentage of Dist(ULCD(i),k) that would be received by a hypothetical investor located in ReferenceCountry(k), net of any withholding tax, before application of any tax credit and assuming that such hypothetical investor does not benefit from double taxation treaties.

%DistRateBasketLong(ULCD(i),m) means [%DistRateBasketLongInitial(k) as of Underlying Level Calculation Date(0). For each Underlying(k) and each subsequent Underlying Level Calculation Date(i), the value of %DistRateBasketLong(ULCD(i),k) may be amended by the Calculation Agent in order to reflect] [for each Underlying(k) and each Underlying Level Calculation Date(i) a rate determined by the Calculation Agent as] the percentage of Dist(ULCD(i),k) that would be received by a hypothetical investor located in ReferenceCountry(k), net of any withholding tax, before application of any tax credit and assuming that such hypothetical investor does not benefit from double taxation treaties.

%DistRateBasketShort(ULCD(i),s) means [%DistRateBasketShortInitial(k) as of Underlying Level Calculation Date(0). For each Underlying(k) and each subsequent Underlying Level Calculation Date(i), the value of %DistRateBasketShort(ULCD(i),k) may be amended by the Calculation Agent in order to reflect] [for each Underlying(k) and each Underlying Level Calculation Date(i) a rate determined by the

Calculation Agent as] the percentage of $\text{Dist}(\text{ULCD}(i),k)$ that would be received by a hypothetical investor located in $\text{ReferenceCountry}(k)$, net of any withholding tax, before application of any tax credit and assuming that such hypothetical investor does not benefit from double taxation treaties, as determined and updated from time to time by the Calculation Agent.

%GapPremiumRate(ULCD(i)) means [%GapPremiumRateInitial as of Underlying Level Calculation Date(0). For each subsequent Underlying Level Calculation Date(i), the value of %GapPremiumRate(ULCD(i)) may be amended by the Calculation Agent in order to reflect] [for each Underlying Level Calculation Date(i) the annual gap premium rate as of such Underlying Level Calculation Date(i), as determined by the Calculation Agent as] the cost that the Issuer (or any of its affiliates) would charge to replicate the performance of the UnderlyingLevel, which includes, *inter alia*, the costs of hedging the risk of the market value of the Warrant becoming negative.

%FinancingRate[A/B](ULCD(i)) means [%FinancingRate[A/B]Initial as of Underlying Level Calculation Date(0). For each subsequent Underlying Level Calculation Date(i), the value of %FinancingRate[A/B](ULCD(i)) may be amended by the Calculation Agent in order to reflect] [for each Underlying Level Calculation Date(i) a rate which shall be determined with respect to such Underlying Level Calculation Date (i) by the Calculation Agent as] a hypothetical remuneration rate (or borrowing rate, as the case may be) in respect of a cash holding or borrowing, as the case may be.

%QuantoRate(ULCD(i)) means [%QuantoRateInitial as of Underlying Level Calculation Date(0). For each subsequent Underlying Level Calculation Date(i), the value of %QuantoRate(ULCD(i)) may be amended by the Calculation Agent in order to reflect] [for each Underlying Level Calculation Date(i) an annual rate which shall be determined by the Calculation Agent with respect to such Underlying Level Calculation Date(i) as] the [carry] [and]/[or] [hedging] cost of the foreign exchange risk estimated or realized.

%RepoRate(ULCD(i)) means [%RepoRateInitial as of Underlying Level Calculation Date(0). For each subsequent Underlying Level Calculation Date(i), the value of %RepoRate(ULCD(i)) may be amended by the Calculation Agent in order to reflect] [for each Underlying Level Calculation Date(i) an annual rate which shall be determined with respect to such Underlying Level Calculation Date(i) by the Calculation Agent as] the cost or gain that would be incurred by the Issuer (or any of its affiliates) if it were to borrow or lend hedging instruments in respect of the Warrant.

3.1.0.1 Variable Data:

%CollatCostRateInitial
 %DistRateInitial(k) (k from 1 to N) (s from 1 to NShort) (m from 1 to NLong)
 %DistRateBasketInitial(k) (k from 1 to N) (s from 1 to NShort) (m from 1 to NLong)
 %DistRateBasketLongInitial(m) (m from 1 to NLong)
 %DistRateBasketShortInitial(s) (s from 1 to NShort)
 %GapPremiumRateInitial
 %FinancingRate[A/B]Initial
 %QuantoRateInitial
 %RepoRateInitial
 PCP
 ReferenceCollateralAssets
 ReferenceCountry(k) (k from 1 to N) (s from 1 to NShort) (m from 1 to NLong)

The Variable Data are defined under Condition 5.4 herein.

3.1.1 One-Delta Products (Additive Formula)

If the applicable Final Terms specify that "*Reference of the Product*" is 3.1.1, the following applies:

3.1.1.0 Product Description :

- This Product may be subject to Event-linked Early Expiration:
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price relies on the calculation of UnderlyingLevel.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is determined on the basis of the level of UnderlyingLevel.

For One-Delta Products (Additive Formula), the calculation of **UnderlyingLevel(ULCD(i))** on each Underlying Level Calculation Date(i) relies on a method which includes the computation of:

- a level (equal to **AdjustedBasketValue(ULCD(i))/InitialBasketValue**), adjusted by **Ratio**; and
- an additive adjustment factor (**UnitaryCashLeg**) which is defined as the sum of (i) the sum of elements which relate to distributions (if any) made by each Underlying(k) within the OneDeltaBasket (such sum being the **UnitaryDist**); and (ii) the sum of other elements which relate to the replication of the Product and its underlying OneDeltaBasket (such sum being the **UnitaryReplication**).

The One-Delta Products (Additive Formula) provide a full exposure to the performance of a notional basket of one or several Underlying (each such Underlying, an **Underlying (k)** (k from 1 to N)) and together a **OneDeltaBasket**.

3.1.1.1 Event-linked Early Expiration: Applicable

An **Early Expiration Event** is deemed to have occurred if, on any Valuation Date(i), UnderlyingLevel(i) [is lower] [is higher] than [or equal to] BarrierLevelAutocall(i).

Early Settlement Price(i) = Notional Amount x Product Formula(i)

Product Formula(i) = BaseSettlementLevel_ESP(i) + UnderlyingLevel(RVD(i))

3.1.1.2 Final Settlement Price:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP + UnderlyingLevel(T)

3.1.1.3 Variable Data:

BarrierLevelAutocall
BaseSettlementLevel_ESP
BaseSettlementLevel_FSP
BasketCurrency
DayCountBasis
FXSource
FXSourceFixingTime
H
InitialBasketValue
RatioInitial
QInitial(k) (k from 1 to N)

The Variable Data are defined under Condition 5.4 herein.

3.1.1.4 Applicable Rates:

%CollatCostRate
 %CommissionRate
 %DistRate
 %DistRateBasket
 %FinancingRateA
 %FinancingRateB
 %GapPremiumRate
 %QuantoRate
 %RepoRate

The Applicable Rates are defined under Condition 3.1.0 herein.

3.1.1.5 Specific Definition(s):

AdjustedBasketValue(ULCD(i))	<p>means, the value of the notional OneDeltaBasket determined as of each Underlying Level Calculation Date(i) as the sum of the unadjusted value of OneDeltaBasket (BasketValue) and an adjustment factor (H) in accordance with the following formula:</p> $\text{AdjustedBasketValue(ULCD(i))} = \text{BasketValue(ULCD(i))} + H$
BasketValue(ULCD(i))	<p>means, in respect of each Underlying Level Calculation Date(i), the sum of the Reference Price of each Underlying(k) as of such Underlying Level Calculation Date(i) (such Reference Price being Price(ULCD(i),k)), each such Reference Price being multiplied by a factor which represents the quantity of such Underlying(k) within the OneDeltaBasket, as of such Underlying Level Calculation Date(i) (such quantity being Q(ULCD(i),k)). BasketValue(ULCD(i)) is determined in accordance with the following formula:</p> $\text{BasketValue(ULCD(i))} = \text{sum (k from 1 to N) (Q(ULCD(i),k) x Price(ULCD(i),k))}$
Dist(ULCD(i),k)	<p>means, for each Underlying Level Calculation Date(i) and each Underlying(k), the Gross Ordinary Distribution in respect of Underlying(k) with an ex date which is between the Underlying Level Calculation Date(i-1) (excluded) and the Underlying Level Calculation Date(i) (included).</p>
FXDistTotalReturn(ULCD(i),k)	<p>means, for each Underlying Level Calculation Date(i) and each Underlying(k):</p> <p><i>[If Option Quanto Product is applicable]</i></p> <p>[The currency exchange rate used to convert the currency of Dist(ULCD(i),k) into the denomination currency of Price(ULCD(i),k) as of the FXSourceFixingTime of the Underlying Level Calculation Date(i-1), as published by the FXSource or any successor thereto. If no such currency exchange rate is available at the FXSourceFixingTime of the Underlying Level Calculation Date(i-1), the Calculation Agent shall determine such rate in respect of the Underlying Level Calculation Date(i-1).]</p> <p><i>[If Option Compo Product is applicable]</i></p>

	<p>[The currency exchange rate used to convert the currency of Dist(ULCD(i),k) into the Settlement Currency as of the FXSourceFixingTime of the Underlying Level Calculation Date(i-1), as published by the FXSource or any successor thereto. If no such currency exchange rate is available at the FXSourceFixingTime of the Underlying Level Calculation Date(i-1), the Calculation Agent shall determine such rate in respect of the Underlying Level Calculation Date(i-1).]</p> <p><i>[If Option Quanto Product on Compo OneDeltaBasket is applicable]</i></p> <p>[The currency exchange rate used to convert the currency of Dist(ULCD(i),k) into the BasketCurrency as of the FXSourceFixingTime of the Underlying Level Calculation Date(i-1), as published by the FXSource or any successor thereto. If no such currency exchange rate is available at the FXSourceFixingTime of the Underlying Level Calculation Date(i-1), the Calculation Agent shall determine such rate in respect of the Underlying Level Calculation Date(i-1).]</p>
IncrUnitaryDist(ULCD(i))	<p>is determined for each Underlying Level Calculation Date(i) in accordance with the following formula:</p> $\text{IncrUnitaryDist(ULCD(i))} = \sum (k \text{ from } 1 \text{ to } N) (Q(\text{ULCD}(i-1),k) \times \text{Dist}(\text{ULCD}(i),k) \times \% \text{DistRate}(\text{ULCD}(i),k) \times \text{FXDistTotalReturn}(\text{ULCD}(i),k) \times \text{Ratio}(\text{ULCD}(i-1)) / \text{InitialBasketValue})$
IncrUnitaryReplication(ULCD(i))	<p>In respect of each Underlying Level Calculation Date(i):</p> <p><i>[If Option Add Notional is applicable, IncrUnitaryReplication(ULCD(i)) corresponds to a case where IncrUnitaryReplication(ULCD(i)) is multiplied by the Notional Amount. IncrUnitaryReplication(ULCD(i)) is then determined according to the following formula:]</i></p> $\begin{aligned} \text{[IncrUnitaryReplication(ULCD(i)) = ((\%FinancingRateA(ULCD(i))} \times \max(H(\text{ULCD}(i-1)) / \text{Notional Amount} + \text{UnitaryCashLeg}(\text{ULCD}(i-1)),0) + \\ \% \text{FinancingRateB(ULCD(i))} \times \min(H(\text{ULCD}(i-1)) / \text{Notional Amount} + \text{UnitaryCashLeg}(\text{ULCD}(i-1)),0) + \% \text{RepoRate(ULCD(i))} - \% \text{QuantoRate(ULCD(i))} - \\ \% \text{GapPremiumRate(ULCD(i))} - \% \text{CollatCostRate(ULCD(i))} - \\ \% \text{CommissionRate(ULCD(i))}) \times \text{ACT(ULCD}(i-1), \text{ULCD}(i)) / \text{DayCountBasis}] \end{aligned}$ <p><i>[If Option Add Tracking Day-1 is applicable, IncrUnitaryReplication(ULCD(i)) corresponds to a case where IncrUnitaryReplication(ULCD(i)) is proportional to AdjustedBasketValue(ULCD(i-1)). IncrUnitaryReplication(ULCD(i)) is then determined according to the following formula:]</i></p> $\begin{aligned} \text{[IncrUnitaryReplication(ULCD(i)) = (ACT(ULCD}(i-1), \text{ULCD}(i)) / \text{DayCountBasis}) \times \\ ((\% \text{FinancingRateA(ULCD(i))} \times \max(H(\text{ULCD}(i-1)) / \text{AdjustedBasketValue(ULCD}(i-1)) + \text{UnitaryCashLeg}(\text{ULCD}(i-1)),0) + \% \text{FinancingRateB(ULCD(i))} \times \min(H(\text{ULCD}(i-1)) / \text{AdjustedBasketValue(ULCD}(i-1)) + \text{UnitaryCashLeg}(\text{ULCD}(i-1)),0) + \\ \% \text{RepoRate(ULCD(i))} - \% \text{QuantoRate(ULCD(i))} - \% \text{GapPremiumRate(ULCD(i))} - \\ \% \text{CollatCostRate(ULCD(i))} - \% \text{CommissionRate(ULCD(i))}) \times \text{Ratio(ULCD}(i-1)) \times \\ \text{AdjustedBasketValue(ULCD}(i-1)) / \text{InitialBasketValue}] \end{aligned}$
Price(ULCD(i),k)	<p>means, in respect of each Underlying Level Calculation Date(i) and each Underlying(k):</p>

	<p><i>[If Option Quanto Product is applicable]</i></p> <p><i>[If the Underlying Level Calculation Date(i) is not a Valuation Date:</i> the latest available Reference Price of such Underlying(k) as of such Underlying Level Calculation Date(i).</p> <p><i>If the Underlying Level Calculation Date(i) is a Valuation Date:</i> the Reference Price of such Underlying(k) as of such Underlying Level Calculation Date(i), and subject to the adjustments and provisions of the Additional Terms and Conditions relating to such Underlying(k).]</p> <p><i>[If Option Compo Product is applicable]</i></p> <p><i>[If the Underlying Level Calculation Date(i) is not a Valuation Date:</i> the latest available Reference Price of such Underlying(k) as of such Underlying Level Calculation Date(i). [If such Reference Price is not denominated in the Settlement Currency it will be converted into the Settlement Currency by the Calculation Agent using the latest available currency exchange rate as published at the FXSourceFixingTime of the Underlying Level Calculation Date(i) by the FXSource or any successor thereto. If no such currency exchange rate is available at the FXSourceFixingTime of the Underlying Level Calculation Date(i), the Calculation Agent shall determine such rate in respect of the Underlying Level Calculation Date(i).]</p> <p><i>If the Underlying Level Calculation Date(i) is a Valuation Date:</i> the Reference Price of such Underlying(k) as of such Underlying Level Calculation Date(i), and subject to the adjustments and provisions of the Additional Terms and Conditions relating to such Underlying(k). [If such Reference Price is not denominated in the Settlement Currency, it will be converted into the Settlement Currency by the Calculation Agent using the latest available currency exchange rate as published at the FXSourceFixingTime of the Underlying Level Calculation Date(i) by the FXSource or any successor thereto. If no such currency exchange rate is available at the FXSourceFixingTime of the Underlying Level Calculation Date(i), the Calculation Agent shall determine such rate in respect of the Underlying Level Calculation Date(i).]]</p> <p><i>[If Option Quanto Product on Compo OneDeltaBasket is applicable]</i></p> <p><i>[If the Underlying Level Calculation Date(i) is not a Valuation Date:</i> the latest available Reference Price of such Underlying(k) as of such Underlying Level Calculation Date(i). [If such Reference Price is not denominated in the BasketCurrency, it will be converted into the BasketCurrency by the Calculation Agent using the latest available currency exchange rate as published at the FXSourceFixingTime of the Underlying Level Calculation Date(i) by the FXSource or any successor thereto. If no such currency exchange rate is available at the FXSourceFixingTime of the Underlying Level Calculation Date(i), the Calculation Agent shall determine such rate in respect of the Underlying Level Calculation Date(i).]</p> <p><i>[If the Underlying Level Calculation Date(i) is a Valuation Date:</i> the Reference Price of such Underlying(k) as of such Underlying Level Calculation Date(i), and subject to the adjustments and provisions of the Additional Terms and</p>
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	<p>Conditions relating to such Underlying(k). [If such Reference Price is not denominated in the BasketCurrency, it will be converted into the BasketCurrency by the Calculation Agent using the latest available currency exchange rate as published at the FXSourceFixingTime of the Underlying Level Calculation Date(i) by the FXSource, or any successor thereto. If no such currency exchange rate is available at the FXSourceFixingTime of the Underlying Level Calculation Date(i), the Calculation Agent shall determine such rate in respect of the Underlying Level Calculation Date(i).]]</p>
Q(ULCD(i),k)	<p>shall be determined for each Underlying Level Calculation Date(i) in accordance with the following formulae:</p> <p>On the Underlying Level Calculation Date(0), for each Underlying(k) (k from 1 to N),</p> $Q(ULCD(0),k) = QInitial(k)$ <p>For each subsequent Underlying Level Calculation Date(i) and each Underlying(k) (k from 1 to N), subject to any adjustment as per the Additional Terms and Conditions relating to such Underlying(k), Q(ULCD(i),k) shall be determined in accordance with the following formulae:</p> <p><i>[If Option Price Return is applicable]</i></p> $[Q(ULCD(i),k) = QInitial(k)]$ <p><i>[If Option Total Return is applicable]</i></p> $[Q(ULCD(i),k) = Q(ULCD(i-1),k) \times (1 + \%DistRateBasket(ULCD(i),k) \times Dist(ULCD(i),k) \times FXDistTotalReturn(ULCD(i),k) / (Price(ULCD(i-1),k) - Dist(ULCD(i),k) \times FXDistTotalReturn(ULCD(i),k)))]$
Ratio(ULCD(i))	<p>Ratio is an exposure adjustment for the Warrant. Ratio(ULCD(i)) means, for each Underlying Level Calculation Date(i), the value of Ratio on such Underlying Level Calculation Date(i) which shall be determined as the value of Ratio on the Underlying Level Calculation Date(i-1) (such value being Ratio(ULCD(i-1))), unless adjusted by the Calculation Agent in accordance with the following provisions.</p> <p>Ratio is initially fixed at Ratio(ULCD(0)) = RatioInitial</p> <p>If, on any Underlying Level Calculation Date(i) from, but excluding, ULCD(0) to, and including, ULCD(T2), the Calculation Agent elects in its sole discretion to adjust the level of Ratio on such day, then:</p> <p>(i) the Calculation Agent shall do so in respect of such Underlying Level Calculation Date(i) in accordance with the below formula, in order to leave the value of UnderlyingLevel unaffected by such adjustment:</p> $Ratio(ULCD(i)) = Ratio(ULCD(i-1)) + (UnitaryCashLeg(ULCD(i-1)) + IncrUnitaryDist(ULCD(i)) + IncrUnitaryReplication(ULCD(i))) \times InitialBasketValue / AdjustedBasketValue(ULCD(i))$ <p>(ii) such Underlying Level Calculation Date(i) shall be deemed to be a RatioResetDate.</p>

RatioResetDate	means a date on which the level of Ratio is adjusted by the Calculation Agent.
UnderlyingLevel(ULCD(i))	<p>means a level determined in respect of each Underlying Level Calculation Date(i) in accordance with the following formula:</p> $\text{UnderlyingLevel(ULCD(i))} = \text{Max}(0; \text{Ratio(ULCD(i))} \times \text{AdjustedBasketValue(ULCD(i))} / \text{InitialBasketValue} + \text{UnitaryCashLeg(ULCD(i))})$
UnitaryCashLeg(ULCD(i))	<p>means, in respect of each Underlying Level Calculation Date(i), the value of the additive adjustment factor defined as the sum of (i) the sum of elements which relate to distributions (if any) made by each Underlying(k) within the OneDeltaBasket (such sum being the UnitaryDist); and (ii) the sum of elements which relate to the replication of the Warrant and its underlying OneDeltaBasket (such sum being the UnitaryReplication), which is determined in accordance with the following formula:</p> $\text{UnitaryCashLeg(ULCD(i))} = \text{UnitaryDist(ULCD(i))} + \text{UnitaryReplication(ULCD(i))}$
UnitaryDist(ULCD(i))	<p>means the sum of Gross Ordinary Distributions which are accounted for in UnitaryCashLeg. UnitaryDist(ULCD(i)) is determined in accordance with the following formulae:</p> <p>If the Underlying Level Calculation Date(i) is the Initial Valuation Date or a RatioResetDate:</p> $\text{UnitaryDist(ULCD(i))} = 0$ <p>Otherwise:</p> $\text{UnitaryDist(ULCD(i))} = \text{UnitaryDist(ULCD(i-1))} + \text{IncrUnitaryDist(ULCD(i))}$
UnitaryReplication(ULCD(i))	<p>means, for each Underlying Level Calculation Date(i), a level which corresponds to the replication gains or costs which are associated to OneDeltaBasket.</p> <p>UnitaryReplication(ULCD(i)) is determined in accordance with the following formulae:</p> <p>if the Underlying Level Calculation Date(i) is the Initial Valuation Date or a RatioResetDate:</p> $\text{UnitaryReplication(ULCD(i))} = 0$ <p>otherwise:</p> $\text{UnitaryReplication(ULCD(i))} = \text{UnitaryReplication(ULCD(i-1))} + \text{IncrUnitaryReplication(ULCD(i))}$

3.1.2 One-Delta Products (Multiplicative Formula)

If the applicable Final Terms specify that "Reference of the Product" is 3.1.2, the following applies:

3.1.2.0 Product Description:

- This Product may be subject to Event-linked Early Expiration:
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price relies on the calculation of UnderlyingLevel.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is determined on the basis of the level of UnderlyingLevel.

For One-Delta Products (Multiplicative Formula), the calculation of **UnderlyingLevel(ULCD(i))** on each Underlying Level Calculation Date(i) relies on a method which includes the computation of:

- a level (equal to **AdjustedBasketValue(ULCD(i))/InitialBasketValue**); and
- an exposure adjustment factor (**Multiplier**) which takes into account elements which relate to the characteristics of the OneDeltaBasket.

The One-Delta Products (Multiplicative Formula) provide a full exposure to the performance of a notional basket of one or several Underlying (each such Underlying, an **Underlying (k)** (k from 1 to N)) and together a **OneDeltaBasket**.

3.1.2.1 Event-linked Early Expiration: Applicable

Early Expiration Event is deemed to have occurred, if on any Valuation Date(i), UnderlyingLevel(i) [is lower] [is higher] than [or equal to] BarrierLevelAutocall(i).

Early Settlement Price(i) = Notional Amount x Product Formula(i)

Product Formula(i) = BaseSettlementLevel_ESP + UnderlyingLevel(RVD(i))

3.1.2.2 Final Settlement Price:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP + UnderlyingLevel(T)

3.1.2.3 Variable Data:

BarrierLevelAutocall
BaseSettlementLevel_ESP
BaseSettlementLevel_FSP
BasketCurrency
DayCountBasis
FXSource
H
InitialBasketValue
MultiplierInitial
QInitial (k) (k from 1 to N)

The Variable Data are defined under Condition 5.4 herein.

3.1.2.4 Applicable Rates:

%CollatCostRate
 %CommissionRate
 %DistRateBasket
 %FinancingRateA
 %FinancingRateB
 %GapPremiumRate
 %QuantoRate
 %RepoRate

The Applicable Rates are defined under Condition 3.1.0 herein.

3.1.2.5 Specific Definition(s):

AdjustedBasketValue(ULCD(i))	<p>means the value of the notional OneDeltaBasket determined as of each Underlying Level Calculation Date(i) as the sum of the unadjusted value of OneDeltaBasket (BasketValue) and an adjustment factor (H) in accordance with the following formula:</p> $\text{AdjustedBasketValue(ULCD(i))} = \text{BasketValue(ULCD(i))} + H$
BasketValue(ULCD(i))	<p>means, in respect of each Underlying Level Calculation Date(i), the sum of the Reference Price of each Underlying(k) as of such Underlying Level Calculation Date(i) (such Reference Price being Price(ULCD(i),k)), each such Reference Price being multiplied by a factor which represents the quantity of such Underlying(k) within the OneDeltaBasket, as of such Underlying Level Calculation Date(i) (such quantity being Q(ULCD(i),k)). BasketValue(ULCD(i)) is determined in accordance with the following formula:</p> $\text{BasketValue(ULCD(i))} = \sum (k \text{ from } 1 \text{ to } N) (Q(ULCD(i),k) \times \text{Price(ULCD(i),k)})$
Dist(ULCD(i),k)	<p>means, for each Underlying Level Calculation Date(i) and each Underlying(k), the Gross Ordinary Distribution in respect of Underlying(k) with an ex date which is between the Underlying Level Calculation Date(i-1) (excluded) and the Underlying Level Calculation Date(i) (included).</p>
FXDistTotalReturn(ULCD(i),k)	<p>means, for each Underlying Level Calculation Date(i) and each Underlying(k):</p> <p><i>[If Option Quanto Product is applicable]</i></p> <p>[the currency exchange rate used to convert the currency of Dist(ULCD(i),k) into the denomination currency of Price(ULCD(i),k) as of the FXSourceFixingTime of the Underlying Level Calculation Date(i-1), as published by the FXSource or any successor thereto. If no such currency exchange rate is available at the FXSourceFixingTime of the Underlying Level Calculation Date(i-1), the Calculation Agent shall determine such rate in respect of the Underlying Level Calculation Date(i-1).]</p> <p><i>[If Option Compo Product is applicable]</i></p> <p>[the currency exchange rate used to convert the currency of Dist(ULCD(i),k) into the Settlement Currency as of the FXSourceFixingTime of the Underlying Level Calculation Date(i-1), as published by the FXSource or any successor thereto. If no such currency exchange rate is available at the FXSourceFixingTime of the Underlying Level Calculation Date(i-1), the Calculation Agent shall determine such rate in respect of the Underlying Level Calculation Date(i-1).]</p> <p><i>[If Option Quanto Product on Compo OneDeltaBasket is applicable]</i></p>

	<p>[the currency exchange rate used to convert the currency of Dist(ULCD(i),k) into the BasketCurrency as of the FXSourceFixingTime of the Underlying Level Calculation Date(i-1), as published by the FXSource or any successor thereto. If no such currency exchange rate is available at the FXSourceFixingTime of the Underlying Level Calculation Date(i-1), the Calculation Agent shall determine such rate in respect of the Underlying Level Calculation Date(i-1).]</p>
Multiplier(ULCD(i))	<p>means, in respect of each Underlying Level Calculation Date(i):</p> <p>on the Underlying Level Calculation Date(0):</p> $\text{Multiplier(ULCD(0))} = \text{MultiplierInitial}$ <p>Multiplier(ULCD(i)) is determined for each subsequent Underlying Level Calculation Date(i) in accordance with the following formulae:</p> <p><i>[If Option Multiplicative Calculation is applicable]</i></p> $\begin{aligned} \text{Multiplier(ULCD(i))} = & \text{Multiplier(ULCD(i-1))} + (\% \text{FinancingRateA(ULCD(i))} \times \\ & \max(\text{H(ULCD(i-1)),0}) / \text{AdjustedBasketValue(ULCD(i-1))} + \\ & \% \text{FinancingRateB(ULCD(i))} \times \min(\text{H(ULCD(i-1)),0}) / \\ & \text{AdjustedBasketValue(ULCD(i-1))} + \% \text{RepoRate(ULCD(i))} - \\ & \% \text{QuantoRate(ULCD(i))} - \% \text{GapPremiumRate(ULCD(i))} - \\ & \% \text{CollatCostRate(ULCD(i))} - \% \text{CommissionRate(ULCD(i))}) \times \text{ACT(ULCD(i-1);ULCD(i))} / \text{DayCountBasis} \end{aligned}$ <p><i>[If Option Power Calculation is applicable]</i></p> $\begin{aligned} \text{Multiplier(ULCD(i))} = & \text{Multiplier(ULCD(i-1))} \times (1 + \% \text{FinancingRateA(ULCD(i))} \times \\ & \max(\text{H(ULCD(i-1)),0}) / \text{AdjustedBasketValue(ULCD(i-1))} + \\ & \% \text{FinancingRateB(ULCD(i))} \times \min(\text{H(ULCD(i-1)),0}) / \\ & \text{AdjustedBasketValue(ULCD(i-1))} + \% \text{RepoRate(ULCD(i))} - \\ & \% \text{QuantoRate(ULCD(i))} - \% \text{GapPremiumRate(ULCD(i))} - \\ & \% \text{CollatCostRate(ULCD(i))} - \% \text{CommissionRate(ULCD(i))})^{\text{ACT(ULCD(i-1);ULCD(i))} / \text{DayCountBasis}} \end{aligned}$
Price(ULCD(i),k)	<p>Price(ULCD(i),k) means, in respect of each Underlying Level Calculation Date(i) and each Underlying(k):</p> <p><i>[If Option Quanto Product is applicable]</i></p> <p><i>[If the Underlying Level Calculation Date(i) is not a Valuation Date:</i> the latest available Reference Price of such Underlying(k) as of such Underlying Level Calculation Date(i).]</p> <p><i>If the Underlying Level Calculation Date(i) is a Valuation Date:</i> the Reference Price of such Underlying(k) as of such Underlying Level Calculation Date(i), and subject to the adjustments and provisions of the Additional Terms and Conditions relating to such Underlying(k).]</p> <p><i>[If Option Compo Product is applicable]</i></p> <p><i>[If the Underlying Level Calculation Date(i) is not a Valuation Date:</i> the latest available Reference Price of such Underlying(k) as of such Underlying Level Calculation Date(i). [If such Reference Price is not denominated in the Settlement Currency, it will be converted into the Settlement Currency by the Calculation Agent using the latest available currency exchange rate as published at the FXSourceFixingTime of the Underlying Level Calculation Date(i) by the FXSource or any successor thereto. If no such currency exchange rate is available at the FXSourceFixingTime of the Underlying Level Calculation Date(i),</p>

	<p>the Calculation Agent shall determine such rate in respect of the Underlying Level Calculation Date(i).]</p> <p><i>If the Underlying Level Calculation Date(i) is a Valuation Date:</i> the Reference Price of such Underlying(k) as of such Underlying Level Calculation Date(i), and subject to the adjustments and provisions of the Additional Terms and Conditions relating to such Underlying(k). [If such Reference Price is not denominated in the Settlement Currency, it will be converted into the Settlement Currency by the Calculation Agent using the latest available currency exchange rate as published at the FXSourceFixingTime of the Underlying Level Calculation Date(i) by the FXSource or any successor thereto. If no such currency exchange rate is available at the FXSourceFixingTime of the Underlying Level Calculation Date(i), the Calculation Agent shall determine such rate in respect of the Underlying Level Calculation Date(i).]]</p> <p>[If Option Quanto Product on Compo OneDeltaBasket is applicable]</p> <p><i>If the Underlying Level Calculation Date(i) is not a Valuation Date:</i> the latest available Reference Price of such Underlying(k) as of such Underlying Level Calculation Date(i). [If such Reference Price is not denominated in the BasketCurrency, it will be converted into the BasketCurrency by the Calculation Agent using the latest available currency exchange rate as published at the FXSourceFixingTime of the Underlying Level Calculation Date(i) by the FXSource or any successor thereto. If no such currency exchange rate is available at the FXSourceFixingTime of the Underlying Level Calculation Date(i), the Calculation Agent shall determine such rate in respect of the Underlying Level Calculation Date(i).]</p> <p><i>If the Underlying Level Calculation Date(i) is a Valuation Date:</i> the Reference Price of such Underlying(k) as of such Underlying Level Calculation Date(i), and subject to the adjustments and provisions of the Additional Terms and Conditions relating to such Underlying(k). [If such Reference Price is not denominated in the BasketCurrency, it will be converted into the BasketCurrency by the Calculation Agent using the latest available currency exchange rate as published at the FXSourceFixingTime of the Underlying Level Calculation Date(i) by the FXSource, or any successor thereto. If no such currency exchange rate is available at the FXSourceFixingTime of the Underlying Level Calculation Date(i), the Calculation Agent shall determine such rate in respect of the Underlying Level Calculation Date(i).]]</p>
Q(ULCD(i),k)	<p>shall be determined for each Underlying Level Calculation Date(i) in accordance with the following formulae:</p> <p>on the Underlying Level Calculation Date(0), for each Underlying(k) (k from 1 to N),</p> $Q(ULCD(0),k) = QInitial(k)$ <p>for each subsequent Underlying Level Calculation Date(i) and each Underlying(k) (k from 1 to N) subject to any adjustment as per the Additional Terms and Conditions relating to such Underlying(k), Q(ULCD(i),k) shall be determined in accordance with the following formulae:</p> <p>[If Option Price Return is applicable]</p> $[Q(ULCD(i),k) = QInitial(k)]$ <p>[If Option Total Return is applicable]</p> $[Q(ULCD(i),k) = Q(ULCD(i-1),k) \times (1 + \%DistRateBasket(ULCD(i),k) \times Dist(ULCD(i),k) \times FXDistTotalReturn(ULCD(i),k) / (Price(ULCD(i-1),k) - Dist(ULCD(i),k) \times FXDistTotalReturn(ULCD(i),k)))]$

UnderlyingLevel(ULCD(i))	<p>means a level determined in respect of each Underlying Level Calculation Date(i) in accordance with the following formula:</p> $\text{UnderlyingLevel(ULCD(i))} = \text{Max}\{0; \text{Multiplier(ULCD(i))} \times ((\text{AdjustedBasketValue(ULCD(i))} / \text{InitialBasketValue})\}$
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3.1.3 One-Delta Long Short Products

If the applicable Final Terms specify that "Reference of the Product" is 3.1.3, the following applies:

3.1.3.0 Product Description

- This Product may be subject to Event-linked Early Expiration:
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price relies on the calculation of UnderlyingLevel.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is determined on the basis of the level of UnderlyingLevel.

The Product Formulae under the One-Delta Long Short Products rely on a calculation method which includes the computation of:

- the long level (equal to **AdjustedBasketValueLong(ULCD(i))/InitialBasketValueLong**);
- the short level (equal to **AdjustedBasketValueShort(ULCD(i))/InitialBasketValueShort**); and
- an additive adjustment factor (**UnitaryCashLeg**) which is defined as the sum of elements which relate to the replication of the Product and its underlying OneDeltaBasketLong and OneDeltaBasketShort.

The One-Delta Long Short Products provide:

- a full exposure to the positive performance of a notional basket of one or several Underlying (each such Underlying, an **UnderlyingLong(m)** (m from 1 to NLong) and together a **OneDeltaBasketLong**); and
- a full exposure to the negative performance of a notional basket of one or several Underlying (each such Underlying, an **UnderlyingShort(s)** (s from 1 to NShort) and together a **OneDeltaBasketShort**).

Each UnderlyingLong and each UnderlyingShort shall be considered as an Underlying (as defined in the Terms and Conditions) and the OneDeltaBasketLong and the OneDeltaBasketShort shall each and together (as the context requires) be considered a **OneDeltaBasket**.

3.1.3.1 Event-linked Early Expiration: Applicable

Early Expiration Event is deemed to have occurred, if on any Valuation Date(i), UnderlyingLevel(i) [is lower] [is higher] than [or equal to] BarrierLevelAutocall(i).

Early Settlement Price(i) = Notional Amount x Product Formula(i)

Product Formula(i) = BaseSettlementLevel_ESP + UnderlyingLevel(RVD(i))

3.1.3.2 Final Settlement Price:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP + UnderlyingLevel(T)

3.1.3.3 Variable Data(s):

BarrierLevelAutocall
BaseSettlementLevel_ESP
BaseSettlementLevel_FSP
BasketCurrency
DayCountBasis
FXSource
FXSourceFixingTime
HLong
HShort
InitialBasketValueLong
InitialBasketValueShort
QLongInitial(m) (m from 1 to NLong)
QShortInitial(s) (s from 1 to NShort)
UnitaryCashLegInitial

The Variable Data are defined under Condition 5.4 herein.

3.1.3.4 Applicable Rates:

%CollatCostRate
%CommissionRate
%DistRateBasketLong
%DistRateBasketShort
%FinancingRate
%GapPremiumRate
%QuantoRate
%RepoRate

The Applicable Rates are defined under Condition 3.1.0 herein.

3.1.3.5 Specific Definition(s):

AdjustedBasketValueLong(ULCD(i))	means the value of the OneDeltaBasketLong determined as of each Underlying Level Calculation Date(i) as the sum of the unadjusted value of the long basket (BasketValueLong) and an adjustment factor (HLong) in accordance with the following formula: $\text{AdjustedBasketValueLong(ULCD(i))} = \text{BasketValueLong(ULCD(i))} + \text{HLong}$
AdjustedBasketValueShort(ULCD(i))	means the value of the OneDeltaBasketShort determined as of each Underlying Level Calculation Date(i) as the sum of the unadjusted value of the short basket (BasketValueShort) and an adjustment factor (HShort) in accordance with the following formula: $\text{AdjustedBasketValueShort(ULCD(i))} = \text{BasketValueShort(ULCD(i))} + \text{HShort}$
BasketValueLong(ULCD(i))	means, for each Underlying Level Calculation Date(i), the sum of the Reference

ULCD(i)	<p>Price of each UnderlyingLong(m) as of such Underlying Level Calculation Date(i) (such Reference Price being PriceLong(ULCD(i),m)), each such Reference Price being multiplied by a factor which represents the quantity of such UnderlyingLong(m) within the OneDeltaBasketLong, as of such Underlying Level Calculation Date(i) (such quantity being QLong(ULCD(i),m)).</p> <p>BasketValueLong(ULCD(i)) is determined in accordance with the following formula:</p> $\text{BasketValueLong(ULCD(i))} = \sum (\text{m from 1 to NLong}) \text{QLong(ULCD(i),m)} \times \text{PriceLong(ULCD(i),m)}$
BasketValueShort(ULCD(i))	<p>Means, for each Underlying Level Calculation Date(i), the sum of the Reference Price of each UnderlyingShort(s) as of such Underlying Level Calculation Date(i) (such Reference Price being PriceShort(ULCD(i),s)), each of such Reference Price being multiplied by a factor which represents the quantity of such UnderlyingShort(s) within the OneDeltaBasketShort, as of such Underlying Level Calculation Date(i) (such quantity being QShort(ULCD(i),s)).</p> <p>BasketValueShort(ULCD(i)) is determined in accordance with the following formula:</p> $\text{BasketValueShort(ULCD(i))} = \sum (\text{s from 1 to NShort}) \text{QShort(ULCD(i),s)} \times \text{PriceShort(ULCD(i),s)}$
DistLong(ULCD(i), m)	<p>means, for each Underlying Level Calculation Date(i) and each UnderlyingLong(m), the Gross Ordinary Distribution in respect of UnderlyingLong(m) with an ex date which is between the Underlying Level Calculation Date(i-1) (excluded) and the Underlying Level Calculation Date(i) (included).</p>
DistShort(ULCD(i), s)	<p>means, for each Underlying Level Calculation Date(i) and each UnderlyingShort(s), the Gross Ordinary Distribution in respect of UnderlyingShort(s) with an ex date which is between the Underlying Level Calculation Date(i-1) (excluded) and the Underlying Level Calculation Date(i) (included).</p>
FXDistTotalReturn Long(ULCD(i),m)	<p>means, for each Underlying Level Calculation Date(i) and each UnderlyingLong(m):</p> <p><i>[If Option Quanto Product is applicable]</i></p> <p>[the currency exchange rate used to convert the currency of DistLong(ULCD(i),m) into the denomination currency of PriceLong(ULCD(i),m) as of the FXSourceFixingTime of the Underlying Level Calculation Date(i-1), as published by the FXSource or any successor thereto. If no such currency exchange rate is available at the FXSourceFixingTime of the Underlying Level Calculation Date(i-1), the Calculation Agent shall determine such rate in respect of the Underlying Level Calculation Date(i-1)]</p> <p><i>[If Option Compo Product is applicable]</i></p> <p>[the currency exchange rate used to convert the currency of DistLong(ULCD(i),m) into the Settlement Currency as of the FXSourceFixingTime of the Underlying Level Calculation Date(i-1), as published by the FXSource or any successor thereto. If no such currency exchange rate is available at the FXSourceFixingTime of the Underlying Level Calculation Date(i-1), the Calculation Agent shall determine such</p>

	<p>rate in respect of the Underlying Level Calculation Date(i-1)]</p> <p><i>[If Option Quanto Product on Compo OneDeltaBasketLong is applicable]</i></p> <p>[the currency exchange rate used to convert the currency of DistLong(ULCD(i),m) into the BasketCurrency as of the FXSourceFixingTime of the Underlying Level Calculation Date(i-1), as published by the FXSource or any successor thereto. If no such currency exchange rate is available at the FXSourceFixingTime of the Underlying Level Calculation Date(i-1), the Calculation Agent shall determine such rate in respect of the Underlying Level Calculation Date(i-1).]</p>
FXDistTotalReturn Short(ULCD(i),m)	<p>means, for each Underlying Level Calculation Date(i) and each UnderlyingShort(s):</p> <p><i>[If Option Quanto Product is applicable]</i></p> <p>[the currency exchange rate used to convert the currency of DistShort(ULCD(i),s) into the denomination currency of PriceShort(ULCD(i),s) as of the FXSourceFixingTime of the Underlying Level Calculation Date(i-1), as published by the FXSource or any successor thereto. If no such currency exchange rate is available at the FXSourceFixingTime of the Underlying Level Calculation Date(i-1), the Calculation Agent shall determine such rate in respect of the Underlying Level Calculation Date(i-1).]</p> <p><i>[If Option Compo Product is applicable]</i></p> <p>[the currency exchange rate used to convert the currency of DistShort(ULCD(i),s) into the Settlement Currency as of the FXSourceFixingTime of the Underlying Level Calculation Date(i-1), as published by the FXSource or any successor thereto. If no such currency exchange rate is available at the FXSourceFixingTime of the Underlying Level Calculation Date(i-1), the Calculation Agent shall determine such rate in respect of the Underlying Level Calculation Date(i-1).]</p> <p><i>[If Option Quanto Product on Compo OneDeltaBasketShort is applicable]</i></p> <p>[the currency exchange rate used to convert the currency of DistShort(ULCD(i),s) into the BasketCurrency as of the FXSourceFixingTime of the Underlying Level Calculation Date(i-1), as published by the FXSource or any successor thereto. If no such currency exchange rate is available at the FXSourceFixingTime of the Underlying Level Calculation Date(i-1), the Calculation Agent shall determine such rate in respect of the Underlying Level Calculation Date(i-1).]</p>
PriceLong(ULCD(i),m)	<p>PriceLong(ULCD(i),m) means, in respect of each Underlying Level Calculation Date(i) and each UnderlyingLong(m):</p> <p><i>[If Option Quanto Product is applicable]</i></p> <p><i>[If the Underlying Level Calculation Date(i) is not a Valuation Date:</i> the latest available Reference Price of such UnderlyingLong(m) on as of such Underlying Level Calculation Date(i); or</p> <p><i>If the Underlying Level Calculation Date(i) is a Valuation Date:</i> the Reference Price of such UnderlyingLong(m) as of such Underlying Level</p>

	<p>Calculation Date(i), and subject to the adjustments and provisions of the Additional Terms and Conditions relating to such UnderlyingLong(m).]</p> <p><i>[If Option Compo Product is applicable]</i></p> <p><i>[If the Underlying Level Calculation Date(i) is not a Valuation Date:</i> the latest available Reference Price of such UnderlyingLong(m) as of such Underlying Level Calculation Date(i). [If such Reference Price is not denominated in the Settlement Currency, it will be converted into the Settlement Currency by the Calculation Agent using the latest available currency exchange rate as published at the FXSourceFixingTime of the Underlying Level Calculation Date(i) by the FXSource or any successor thereto. If no such currency exchange rate is available at the FXSourceFixingTime of the Underlying Level Calculation Date(i), the Calculation Agent shall determine such rate in respect of the Underlying Level Calculation Date(i)]; or</p> <p><i>If the Underlying Level Calculation Date(i) is a Valuation Date:</i> the Reference Price of such UnderlyingLong(m) as of such Underlying Level Calculation Date(i), and subject to the adjustments and provisions of the Additional Terms and Conditions relating to such UnderlyingLong(m). [If such Reference Price is not denominated in the Settlement Currency, it will be converted into the Settlement Currency by the Calculation Agent using the latest available currency exchange rate as published at the FXSourceFixingTime of the Underlying Level Calculation Date(i) by the FXSource or any successor thereto. If no such currency exchange rate is available at the FXSourceFixingTime of the Underlying Level Calculation Date(i), the Calculation Agent shall determine such rate in respect of the Underlying Level Calculation Date(i).]]</p> <p><i>[If Option Quanto Product on Compo OneDeltaBasketLong is applicable]</i></p> <p><i>[If the Underlying Level Calculation Date(i) is not a Valuation Date:</i> the latest available Reference Price of such UnderlyingLong(m) as of such Underlying Level Calculation Date(i). [If such Reference Price is not denominated in the BasketCurrency, it will be converted into the BasketCurrency by the Calculation Agent using the latest available currency exchange rate as published at the FXSourceFixingTime of the Underlying Level Calculation Date(i) by the FXSource or any successor thereto. If no such currency exchange rate is available at the FXSourceFixingTime of the Underlying Level Calculation Date(i), the Calculation Agent shall determine such rate in respect of the Underlying Level Calculation Date(i)]; or</p> <p><i>[If the Underlying Level Calculation Date(i) is a Valuation Date:</i> the Reference Price of such UnderlyingLong(m) as of such Underlying Level Calculation Date(i), and subject to the adjustments and provisions of the Additional Terms and Conditions relating to such UnderlyingLong(m). [If such Reference Price is not denominated in the BasketCurrency, it will be converted into the BasketCurrency by the Calculation Agent using the latest available currency exchange rate as published at the FXSourceFixingTime of the Underlying Level Calculation Date(i) by the FXSource, or any successor thereto. If no such currency exchange rate is available at the FXSourceFixingTime of the Underlying Level Calculation Date(i), the Calculation Agent shall determine such rate in respect of the Underlying Level Calculation Date(i).]]</p>
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<p>PriceShort(ULCD(i),s)</p>	<p>PriceShort(ULCD(i),s) means, in respect of each Underlying Level Calculation Date(i) and each UnderlyingShort(s):</p> <p><i>[If Option Quanto Product is applicable]</i></p> <p><i>[If the Underlying Level Calculation Date(i) is not a Valuation Date:</i> the latest available Reference Price of such UnderlyingShort(s) on as of such Underlying Level Calculation Date(i); or</p> <p><i>If the Underlying Level Calculation Date(i) is a Valuation Date:</i> the Reference Price of such UnderlyingShort(s) as of such Underlying Level Calculation Date(i), and subject to the adjustments and provisions of the Additional Terms and Conditions relating to such UnderlyingShort(s).]</p> <p><i>[If Option Compo Product is applicable]</i></p> <p><i>[If the Underlying Level Calculation Date(i) is not a Valuation Date:</i> the latest available Reference Price of such UnderlyingShort(s) as of such Underlying Level Calculation Date(i). [If such Reference Price is not denominated in the Settlement Currency, it will be converted into the Settlement Currency by the Calculation Agent using the latest available currency exchange rate as published at the FXSourceFixingTime of the Underlying Level Calculation Date(i) by the FXSource or any successor thereto. If no such currency exchange rate is available at the FXSourceFixingTime of the Underlying Level Calculation Date(i), the Calculation Agent shall determine such rate in respect of the Underlying Level Calculation Date(i)]; or</p> <p><i>If the Underlying Level Calculation Date(i) is a Valuation Date:</i> the Reference Price of such UnderlyingShort(s) as of such Underlying Level Calculation Date(i), and subject to the adjustments and provisions of the Additional Terms and Conditions relating to such UnderlyingShort(s). [If such Reference Price is not denominated in the Settlement Currency, it will be converted into the Settlement Currency by the Calculation Agent using the latest available currency exchange rate as published at the FXSourceFixingTime of the Underlying Level Calculation Date(i) by the FXSource or any successor thereto. If no such currency exchange rate is available at the FXSourceFixingTime of the Underlying Level Calculation Date(i), the Calculation Agent shall determine such rate in respect of the Underlying Level Calculation Date(i).]</p> <p><i>[If Option Quanto Product on Compo OneDeltaBasketShort is applicable]</i></p> <p><i>[If the Underlying Level Calculation Date(i) is not a Valuation Date:</i> the latest available Reference Price of such UnderlyingShort(s) as of such Underlying Level Calculation Date(i). [If such Reference Price is not denominated in the BasketCurrency, it will be converted into the BasketCurrency by the Calculation Agent using the latest available currency exchange rate as published at the FXSourceFixingTime of the Underlying Level Calculation Date(i) by the FXSource or any successor thereto. If no such currency exchange rate is available at the FXSourceFixingTime of the Underlying Level Calculation Date(i), the Calculation Agent shall determine such rate in respect of the Underlying Level Calculation Date(i)]; or</p>
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	<p><i>If the Underlying Level Calculation Date(i) is a Valuation Date:</i></p> <p>the Reference Price of such UnderlyingShort(s) as of such Underlying Level Calculation Date(i), and subject to the adjustments and provisions of the Additional Terms and Conditions relating to such UnderlyingShort(s). [If such Reference Price is not denominated in the BasketCurrency, it will be converted into the BasketCurrency by the Calculation Agent using the latest available currency exchange rate as published at the FXSourceFixingTime of the Underlying Level Calculation Date(i) by the FXSource, or any successor thereto. If no such currency exchange rate is available at the FXSourceFixingTime of the Underlying Level Calculation Date(i), the Calculation Agent shall determine such rate in respect of the Underlying Level Calculation Date(i).]]</p>
QLong(ULCD(i),m)	<p>shall be determined for each Underlying Level Calculation Date(i) in accordance with the following formulae:</p> <p>on the Underlying Level Calculation Date(0), for each Underlying(m) (m from 1 to NLong),</p> $QLong(ULCD(0),m) = QLongInitial(m)$ <p>for each subsequent Underlying Level Calculation Date(i) and each Underlying(m) (m from 1 to NLong):</p> $QLong(ULCD(i),m) = QLong(ULCD(i-1),m) \times (1 + \%DistRateBasketLong(ULCD(i),m) \times DistLong(ULCD(i),m) \times FXDistTotalReturnLong(ULCD(i),m) / (PriceLong(ULCD(i-1),m) - DistLong(ULCD(i),m) \times FXDistTotalReturnLong(ULCD(i),m)))$
QShort(ULCD(i),s)	<p>shall be determined for each Underlying Level Calculation Date(i) in accordance with the following formulae:</p> <p>on the Underlying Level Calculation Date(0), for each Underlying(s) (s from 1 to NShort),</p> $QShort(ULCD(0),s) = QShortInitial(s)$ <p>for each subsequent Underlying Level Calculation Date(i) and each Underlying(s) (s from 1 to NShort):</p> $QShort(ULCD(i),s) = QShort(ULCD(i-1),s) \times (1 + \%DistRateBasketShort(ULCD(i),s) \times DistShort(ULCD(i),s) \times FXDistTotalReturnShort(ULCD(i),s) / (PriceShort(ULCD(i-1),s) - DistShort(ULCD(i),s) \times FXDistTotalReturnShort(ULCD(i),s)))$
UnitaryCashLeg(ULCD(i))	<p>means, for each Underlying Level Calculation Date(i)), a level determined to replicate any gains or costs which are typically associated with the Underlying. It is determined in accordance with the following formulae:</p> <p>on the Underlying Level Calculation Date(0):</p> $UnitaryCashLeg(ULCD(0)) = UnitaryCashLegInitial$ <p>for each subsequent Underlying Level Calculation Date(i):</p> $UnitaryCashLeg(ULCD(i)) = UnitaryCashLeg(ULCD(i-1)) +$

	$(\%RepoRate(ULCD(i)) - \%QuantoRate(ULCD(i)) - \%GapPremiumRate(ULCD(i)) - \%CollatCostRate(ULCD(i)) - \%CommissionRate(ULCD(i))) \times ACT(ULCD(i-1), ULCD(i)) / DayCountBasis$
UnderlyingLevel(ULCD(i))	<p>Means a level determined in respect of each Underlying Level Calculation Date(i) in accordance with the following formula:</p> $\begin{aligned} \text{UnderlyingLevel}(ULCD(i)) = & \text{Max}\{0 ; (1 + \%FinancingRate(ULCD(i-1)))^{\text{ACT}(ULCD(i-1), ULCD(i)) / DayCountBasis} \\ & \text{AdjustedBasketValueLong}(ULCD(i)) / \text{InitialBasketValueLong} \quad + \\ & \text{AdjustedBasketValueShort}(ULCD(i)) / \text{InitialBasketValueShort} \quad - \\ & \text{UnitaryCashLeg}(ULCD(i)) \} \quad + \end{aligned}$

3.1.4 One-Delta Bear Products

If the applicable Final Terms specify that "*Reference of the Product*" is 3.1.4, the following applies:

3.1.4.0 Product Description

- This Product may be subject to Event-linked Early Expiration:
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price relies on the calculation of UnderlyingLevel.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is determined on the basis of the level of UnderlyingLevel.

The Product Formulae of the One-Delta Bear Product formula rely on a calculation method which includes the computation of:

- a level (equal to **AdjustedBasketValue(ULCD(i))/InitialBasketValue**); and
- a cash level (**CashLevel**) which takes into account elements which relate to the replication of the Product and its underlying OneDeltaBasket.

The One-Delta Bear Products provide a full short exposure to the performance of a notional basket of one or several Underlying (each such Underlying, an **Underlying (k)** (k from 1 to N)) and together a **OneDeltaBasket**.

3.1.4.1 Event-linked Early Expiration: Applicable

Early Expiration Event is deemed to have occurred, if on any Valuation Date(i), UnderlyingLevel(i) [is lower] [is higher] than [or equal to] BarrierLevelAutocall(i).

Early Settlement Price(i) = Notional Amount x Product Formula(i)

Product Formula(i) = BaseSettlementLevel_ESP + UnderlyingLevel(RVD(i))

3.1.4.2 Final Settlement Price:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP + UnderlyingLevel(T)

3.1.4.3 Variable Data(s):

BarrierLevelAutocall
 BaseSettlementLevel_ESP
 BaseSettlementLevel_FSP
 BasketCurrency
 CashLevelInitial
 DayCountBasis
 FXSource
 FXSourceFixingTime
 H
 InitialBasketValue
 QInitial(k) (k from 1 to N)

The Variable Data are defined under Condition 5.4 herein.

3.1.4.4 Applicable Rate(s):

%CollatCostRate
 %CommissionRate
 %DistRate
 %DistRateBasket
 %FinancingRate
 %GapPremiumRate
 %QuantoRate
 %RepoRate

The Applicable Rates are defined under Condition 3.1.0 herein.

3.1.4.5 Specific Definition(s):

AdjustedBasketValue(ULCD(i))	<p>means the value of the notional OneDeltaBasket determined as of each Underlying Level Calculation Date(i) as the sum of the unadjusted value of OneDeltaBasket (BasketValue) and an adjustment factor (H) in accordance with the following formula:</p> $\text{AdjustedBasketValue(ULCD(i))} = \text{BasketValue(ULCD(i))} + H$
BasketValue(ULCD(i))	<p>means, in respect of each Underlying Level Calculation Date(i), the sum of the Reference Price of each Underlying(k) as of such Underlying Level Calculation Date(i) (such Reference Price being Price(ULCD(i),k)), each such Reference Price being multiplied by a factor which represents the quantity of such Underlying(k) within the OneDeltaBasket, as of such Underlying Level Calculation Date(i) (such quantity being Q(ULCD(i),k)). BasketValue(ULCD(i)) is determined in accordance with the following formula:</p> $\text{BasketValue(ULCD(i))} = \text{sum (k from 1 to N) (Q(ULCD(i),k) x Price(ULCD(i),k))}$
CashLevel(ULCD(i))	<p>means, in respect of each Underlying Level Calculation Date(i), in accordance with the following formulae:</p> <p>on the Underlying Level Calculation Date(0):</p> $\text{CashLevel(ULCD(0))} = \text{CashLevelInitial}$ <p>for each subsequent Underlying Level Calculation Date(i):</p>

	$\text{CashLevel}(\text{ULCD}(i)) = \text{CashLevel}(\text{ULCD}(i-1)) \times (1 + \% \text{FinancingRate}(\text{ULCD}(i-1)))^{\text{ACT}(\text{ULCD}(i-1), \text{ULCD}(i)) / \text{DayCountBasis}} - \text{UnitaryDist}(\text{ULCD}(i)) - \text{UnitaryReplication}(\text{ULCD}(i))$
Dist(ULCD(i),k)	<p>means, for each Underlying Level Calculation Date(i) and each Underlying(k), the Gross Ordinary Distribution in respect of Underlying(k) with an ex date which is between the Underlying Level Calculation Date(i-1) (excluded) and the Underlying Level Calculation Date(i) (included)</p>
FXDistTotalReturn (ULCD(i),k)	<p>means, for each Underlying Level Calculation Date(i) and each Underlying(k):</p> <p><i>[If Option Quanto Product is applicable]</i></p> <p>[the currency exchange rate used to convert the currency of Dist(ULCD(i),k) into the denomination currency of Price(ULCD(i),k) as of the FXSourceFixingTime of the Underlying Level Calculation Date(i-1), as published by the FXSource or any successor thereto. If no such currency exchange rate is available at the FXSourceFixingTime of the Underlying Level Calculation Date(i-1), the Calculation Agent shall determine such rate in respect of the Underlying Level Calculation Date(i-1).]</p> <p><i>[If Option Compo Product is applicable]</i></p> <p>[the currency exchange rate used to convert the currency of Dist(ULCD(i),k) into the Settlement Currency as of the FXSourceFixingTime of the Underlying Level Calculation Date(i-1), as published by the FXSource or any successor thereto. If no such currency exchange rate is available at the FXSourceFixingTime of the Underlying Level Calculation Date(i-1), the Calculation Agent shall determine such rate in respect of the Underlying Level Calculation Date(i-1).]</p> <p><i>[If Option Quanto Product on Compo OneDeltaBasket is applicable]</i></p> <p>[the currency exchange rate used to convert the currency of Dist(ULCD(i),k) into the BasketCurrency as of the FXSourceFixingTime of the Underlying Level Calculation Date(i-1), as published by the FXSource or any successor thereto. If no such currency exchange rate is available at the FXSourceFixingTime of the Underlying Level Calculation Date(i-1), the Calculation Agent shall determine such rate in respect of the Underlying Level Calculation Date(i-1).]</p>
Price(ULCD(i),k)	<p>Price(ULCD(i),k) means, in respect of each Underlying Level Calculation Date(i) and each Underlying(k):</p> <p><i>[If Option Quanto Product is applicable]</i></p> <p><i>[If the Underlying Level Calculation Date(i) is not a Valuation Date:</i> the latest available Reference Price of such Underlying(k) as of such Underlying Level Calculation Date(i); or</p> <p><i>If the Underlying Level Calculation Date(i) is a Valuation Date:</i> Price(ULCD(i),k) shall be the Reference Price of such Underlying(k) as of such Underlying Level Calculation Date(i), and subject to the adjustments and provisions of the Additional Terms and Conditions relating to such Underlying(k).]</p> <p><i>[If Option Compo Product is applicable]</i></p> <p><i>[If the Underlying Level Calculation Date(i) is not a Valuation Date:</i> the latest available Reference Price of such Underlying(k) as of such Underlying Level Calculation Date(i). [If such Reference Price is not denominated in the Settlement Currency, it will be converted into the Settlement Currency by the Calculation Agent using the latest available currency exchange rate as published at the FXSourceFixingTime of the Underlying Level Calculation Date(i) by the</p>

	<p>FXSource or any successor thereto. If no such currency exchange rate is available at the FXSourceFixingTime of the Underlying Level Calculation Date(i), the Calculation Agent shall determine such rate in respect of the Underlying Level Calculation Date(i)]; or</p> <p><i>If the Underlying Level Calculation Date(i) is a Valuation Date:</i> Price(ULCD(i),k) shall be the Reference Price of such Underlying(k) as of such Underlying Level Calculation Date(i), and subject to the adjustments and provisions of the Additional Terms and Conditions relating to such Underlying(k). [If such Reference Price is not denominated in the Settlement Currency, it will be converted into the Settlement Currency by the Calculation Agent using the latest available currency exchange rate as published at the FXSourceFixingTime of the Underlying Level Calculation Date(i) by the FXSource or any successor thereto. If no such currency exchange rate is available at the FXSourceFixingTime of the Underlying Level Calculation Date(i), the Calculation Agent shall determine such rate in respect of the Underlying Level Calculation Date(i).]]</p> <p>[If Option Quanto Product on Compo OneDeltaBasket is applicable]</p> <p><i>[If the Underlying Level Calculation Date(i) is not a Valuation Date:</i> the latest available Reference Price of such Underlying(k) as of such Underlying Level Calculation Date(i). [If such Reference Price is not denominated in the BasketCurrency, it will be converted into the BasketCurrency by the Calculation Agent using the latest available currency exchange rate as published at the FXSourceFixingTime of the Underlying Level Calculation Date(i) by the FXSource or any successor thereto. If no such currency exchange rate is available at the FXSourceFixingTime of the Underlying Level Calculation Date(i), the Calculation Agent shall determine such rate in respect of the Underlying Level Calculation Date(i)]; or</p> <p><i>[If the Underlying Level Calculation Date(i) is a Valuation Date:</i> Price(ULCD(i),k) shall be the Reference Price of such Underlying(k) as of such Underlying Level Calculation Date(i), and subject to the adjustments and provisions of the Additional Terms and Conditions relating to such Underlying(k). [If such Reference Price is not denominated in the BasketCurrency, it will be converted into the BasketCurrency by the Calculation Agent using the latest available currency exchange rate as published at the FXSourceFixingTime of the Underlying Level Calculation Date(i) by the FXSource, or any successor thereto. If no such currency exchange rate is available at the FXSourceFixingTime of the Underlying Level Calculation Date(i), the Calculation Agent shall determine such rate in respect of the Underlying Level Calculation Date(i).]]</p>
Q(ULCD(i),k)	<p>shall be determined for each Underlying Level Calculation Date(i) in accordance with the following formulae:</p> <p>on the Underlying Level Calculation Date(0), for each Underlying(k) (k from 1 to N), $Q(ULCD(0),k) = QInitial(k)$</p> <p>for each subsequent Underlying Level Calculation Date(i) and each Underlying(k) (k from 1 to N), subject to any adjustment as per the Additional Terms and Conditions relating to such Underlying(k), Q(ULCD(i),k) shall be determined in accordance with the following formulae:</p> <p>[If Option Price Return is applicable]</p> $[Q(ULCD(i),k) = QInitial(k)]$ <p>[If Option Total Return is applicable]</p> $[Q(ULCD(i),k) = Q(ULCD(i-1),k) \times (1 + \%DistRateBasket(ULCD(i),k) \times$

	$\text{Dist}(\text{ULCD}(i),k) \times \text{FXDistTotalReturn}(\text{ULCD}(i),k) / (\text{Price}(\text{ULCD}(i-1),k) - \text{Dist}(\text{ULCD}(i),k) \times \text{FXDistTotalReturn}(\text{ULCD}(i),k))]$
UnderlyingLevel(ULCD(i))	means a level determined in respect of each Underlying Level Calculation Date(i) in accordance with the following formula: $\text{UnderlyingLevel}(\text{ULCD}(i)) = \text{Max}\{0; \text{CashLevel}(\text{ULCD}(i)) - \text{AdjustedBasketValue}(\text{ULCD}(i)) / \text{InitialBasketValue} \}$
UnitaryDist(ULCD(i))	means the sum of Gross Ordinary Distributions which are accounted for in UnitaryCashLeg. It is determined in accordance with the following formula: $\text{UnitaryDist}(\text{ULCD}(i)) = \text{sum}(k \text{ from } 1 \text{ to } N) (Q(\text{ULCD}(i-1),k) \times \text{Dist}(\text{ULCD}(i),k) \times \% \text{DistRate}(\text{ULCD}(i),k) \times \text{FXDistTotalReturn}(\text{ULCD}(i),k) / \text{InitialBasketValue})$
UnitaryReplication(ULCD(i))	means, for each Underlying Level Calculation Date(i), a level which may be determined in relation to the replication gains or costs which are typically associated to the Underlying of a Warrant. It is determined in accordance with the following formula: $\text{UnitaryReplication}(\text{ULCD}(i)) = (\% \text{CommissionRate}(\text{ULCD}(i)) + \% \text{RepoRate}(\text{ULCD}(i)) + \% \text{QuantoRate}(\text{ULCD}(i)) + \% \text{GapPremiumRate}(\text{ULCD}(i)) + \% \text{CollatCostRate}(\text{ULCD}(i))) \times \text{ACT}(\text{ULCD}(i-1), \text{ULCD}(i)) / \text{DayCountBasis}$

3.2 FAMILY OF FIXED LEVERAGE PRODUCTS

A formula is set in order to calculate a reference level which will be used to determine the payoff of the Product (such reference level being the "**Leveraged Strategy Closing Level**" or "**LSCL**" on each **Valuation Date(i)**). For each Fixed Leverage Product, the Leveraged Strategy Closing Level (for Fixed Leverage Bull Products) or the Leveraged Strategy Closing Level (for Fixed Leverage Bear Products) includes the leveraged mechanism of such Fixed Leverage Product as well as certain cost parameters.

The Leveraged Strategy Closing Level (for Fixed Leverage Bull Products) or the Leveraged Strategy Closing Level (for Fixed Leverage Bear Products) is then used to determine the Product Formula.

Set out below the list of Fixed Leverage Products, the reference of which will be specified in the applicable Final Terms in the paragraph "*Reference of the Product*":

Reference of the Product	Product
3.2.1	Fixed Leverage Bear
3.2.2	Fixed Leverage Bull
3.2.3	Fixed Leverage on Futures
3.2.4	Fixed Leverage Bear - Multiplicative Formula
3.2.5	Fixed Leverage Bull - Multiplicative Formula
3.2.6	Fixed Leverage on Futures – Methodology 2
3.2.7	Fixed Leverage on Futures – Methodology 3
3.2.8	Fixed Leverage Bear - Multiplicative Formula and adjusted

	leverage
3.2.9	Fixed Leverage Bull - Multiplicative Formula and adjusted leverage

3.2.0 Definitions relating to Applicable Rates

%CollatCostRate(i) means [%CollatCostRateInitial as of Valuation Date(0). For each subsequent Valuation Date(i), the value of %CollatCostRate(i) may be amended by the Calculation Agent in order to reflect] [for each Valuation Date(i) an annual rate which shall be determined with respect to such Valuation Date(i) by the Calculation Agent as] the cost that would be incurred by the Issuer (or any of its affiliates) if it were to borrow the ReferenceCollateralAssets (through, for example, but without limitation, a securities lending or repurchase agreement) for an amount equal to the market value of the Warrant as of such Valuation Date(i) (as determined by the Calculation Agent) multiplied by PCP.

%CommissionRate(i) means, in respect of each Valuation Date(i), the annual commission rate as of such Valuation Date(i). The level of the annual commission rate will be determined by the Calculation Agent.

%DistRate(i) means [%DistRateInitial as of Valuation Date(0). For each subsequent Valuation Date(i), the value of %DistRate(i) may be amended by the Calculation Agent in order to reflect] [for each Valuation Date(i) a rate determined by the Calculation Agent as] the percentage of Dist(i) that would be received by a hypothetical investor located in ReferenceCountry, net of any withholding tax, before application of any tax credit and assuming that such hypothetical investor does not benefit from double taxation treaties.

%GapPremiumRate(i) means [%GapPremiumRateInitial as of Valuation Date(0). For each subsequent Valuation Date(i), the value of %GapPremiumRate(i) may be amended by the Calculation Agent in order to reflect] [for each Valuation Date(i) the annual gap premium rate as of such Valuation Date(i), as determined by the Calculation Agent as] the cost that the Issuer (or any of its affiliates) would charge to replicate the performance of the Leveraged Strategy, which includes, *inter alia*, the costs of hedging the risk of the market value of the Warrant becoming negative.

%MarginCost(i) means [%MarginCostInitial as of Valuation Date(0). For each subsequent Valuation Date(i), the value of %MarginCost(i) may be amended by the Calculation Agent in order to reflect] [for each Valuation Date(i) an annual rate, as determined by the Calculation Agent, which aims to reflect] the marking costs that could be incurred by the Issuer (or any of its affiliates) when hedging the Leveraged Strategy by trading the Future Contracts.

%QuantoRate(i) means [%QuantoRateInitial as of Valuation Date(0). For each subsequent Valuation Date(i), the value of %QuantoRate(i) may be amended by the Calculation Agent in order to reflect] [for each Valuation Date(i) an annual rate which shall be determined by the Calculation Agent with respect to such Valuation Date(i) as] the [carry] [and]/[or] [hedging] cost of the foreign exchange risk estimated or realized.

%RepoRate(i) means [%RepoRateInitial as of Valuation Date(0). For each subsequent Valuation Date(i), the value of %RepoRate(i) may be amended by the Calculation Agent in order to reflect] [for each Valuation Date(i) an annual rate which shall be determined with respect to such Valuation Date(i) by the Calculation Agent as] the cost or gain that would be incurred by the Issuer (or any of its affiliates) if it were to borrow or lend hedging instruments in respect of the Warrant.

%SpreadLevel(i) means [%SpreadLevelInitial as of Valuation Date(0). For each subsequent Valuation Date(i), the value of %SpreadLevel(i) may be amended by the Calculation Agent in order to reflect] [for

each Valuation Date(i) an annual rate which shall be determined with respect to such Valuation Date(i) by the Calculation Agent as] an adjustment factor which corresponds to the cost or gain that would be incurred by the Issuer (or any of its affiliates) if it were to borrow or lend hedging instruments in respect of the Warrants.

3.2.0.1 Variable Data:

%CollatCostRateInitial
%DistRateInitial
%GapPremiumRateInitial
%MarginCostInitial
%QuantoRateInitial
%RepoRateInitial
%SpreadLevelInitial
PCP
ReferenceCollateralAssets
ReferenceCountry

The Variable Data are defined under Condition 5.4 herein.

3.2.1 Fixed Leverage Bear

If the applicable Final Terms specify that "*Reference of the Product*" is 3.2.1, the following applies:

3.2.1.0 Product Description

- This Product may be subject to Event-linked Early Expiration:
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price relies on the then level of the Leveraged Strategy.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is determined on the basis of the level of the Leveraged Strategy.

The strategy to which the performance of the Warrant is linked is the **Leveraged Strategy** which consists of leveraged short exposure to the Underlying with a leverage factor (**Leverage**) and a hypothetical money market instrument.

The notional exposure of the Leveraged Strategy to the Underlying is revised on each Valuation Date in order to take into account the Leveraged Strategy Closing Level as of the previous Valuation Date, as further described hereinafter.

3.2.1.1 Event-linked Early Expiration: Applicable

Early Expiration Event is deemed to have occurred, if on any Valuation Date(i), LSCL(i) [is lower] [is higher] than [or equal to] BarrierLevelAutocall(i).

Early Settlement Price(i) = Notional Amount x Product Formula(i)

Product Formula(i) = BaseSettlementLevel_ESP + (1 / BaseAmount) x Max(InitialValue x FX(0) x Ratio(RVD(i)) x (LSCL(RVD(i)) / LSCL(0)) - C(RVD(i)); 0) x (1 / FX(RVD(i)+1))

3.2.1.2 Final Settlement Price:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP + (1 / BaseAmount) x Max(InitialValue x FX(0) x Ratio(T) x (LSCL(T) / LSCL(0)) - C(T);0) x (1 / FX(T+1))

3.2.1.3 Variable Data:

BarrierLevelAutocall
BaseAmount
BaseCurrency
BaseSettlementLevel_ESP
BaseSettlementLevel_FSP
DailyRestrikePercentage
DayCountBasisCommission
DayCountBasisRate
FXSource
FXSourceFixingTime
InitialValue
Leverage
LeveragedStrategyCurrency
LSCLInitial
RatioInitial
RatioResetThreshold
RateOvernight
RateOvernightScreenPage
TimeReferenceClosing
TimeReferenceOpening

The Variable Data are defined under Condition 5.4 herein.

3.2.1.4 Applicable Rates:

%CollatCostRate
%CommissionRate
%DistRate
%GapPremiumRate
%QuantoRate
%RepoRate

The Applicable Rates are defined under Condition 3.2.0 herein.

3.2.1.5 Specific Definition(s):

3.2.1.5.1 Specific Definitions relating to the determination of the Product Formula

FX(i)	means, for any Valuation Date(i), the spot exchange rate as of the FXSourceFixingTime to convert the BaseCurrency into the LeveragedStrategyCurrency in respect of such Valuation Date(i), as published by the FXSource, or any successor thereto. If no such rate is available on such Valuation Date(i), FX(i) shall be the first available spot exchange rate as of the FXSourceFixingTime to convert the BaseCurrency into the LeveragedStrategyCurrency following such day, as published by the FXSource, or any successor thereto.
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Ratio or Ratio(i)	<p>means, for each Valuation Date(i), the value of Ratio(i) in respect of each Warrant on such Valuation Date(i), which shall be the value of Ratio(i) on the Valuation Date(i-1) unless adjusted by the Calculation Agent in accordance with the following provisions.</p> <p>If, on any Valuation Date(i) from, but excluding, the Initial Valuation Date to, and including, the Final Valuation Date:</p> $C(i) / IV(i) > \text{RatioResetThreshold}$ <p>then the Calculation Agent shall adjust the value of Ratio(i) in respect of such Valuation Date(i). The Calculation Agent may also, on any Valuation Date(i) from, but excluding, the Initial Valuation Date to, and including, the Final Valuation Date, elect in its sole discretion to adjust the value of Ratio(i) in respect of such Valuation Date(i). If the Calculation Agent adjusts the value of Ratio(i), it shall do so in accordance with the following formula:</p> $\text{Ratio}(i) = (\text{Ratio}(i-1) \times \text{LSCL}(i) - C_{\text{BEFORE}}(i) \times (\text{LSCL}(0) / (\text{InitialValue} \times \text{FX}(0)))) / \text{LSCL}(i)$ <p>The initial value of Ratio(i) shall be equal to Ratio(0) = RatioInitial.</p>
C_{BEFORE}(i)	<p>[is determined in accordance with the following formula:</p> $C_{\text{BEFORE}}(i) = C(i-1) + ((\text{ACT}(i-1;i) / \text{DayCountBasisCommission}) \times (\% \text{CommissionRate}(i) + \% \text{GapPremiumRate}(i) + \% \text{CollatCostRate}(i) + \% \text{QuantoRate}(i)) \times \text{IntrinsicValue}(i))]$
Commission(i), Commission or C(i)]	<p>means, in respect of each Valuation Date(i):</p> <p>if (i) is the Initial Valuation Date or a day on which the value of Ratio(i) has been adjusted in accordance with the definition of "Ratio or Ratio(i)" herein:</p> <p>0</p> <p>and otherwise:</p> $C(i) = C(i-1) + (\text{ACT}(i-1;i) / \text{DayCountBasisCommission}) \times (\% \text{CommissionRate}(i) + \% \text{GapPremiumRate}(i) + \% \text{CollatCostRate}(i) + \% \text{QuantoRate}(i)) \times \text{IntrinsicValue}(i)$
Intrinsic Value, IntrinsicValue(i) or IV(i)	<p>means, in respect of each Valuation Date(i), an amount determined by the Calculation Agent in accordance with the following formula:</p> $\text{IntrinsicValue}(i) = \text{Max}(\text{InitialValue} \times \text{FX}(0) \times \text{Ratio}(i-1) \times (\text{LSCL}(i) / \text{LSCL}(0)) - C(i-1); 0)$

3.2.1.5.2 Specific Definitions relating to the Leveraged Strategy

AdjPrice(i-1)	is determined, for each Valuation Date(i), according to the following formula: $\text{Price}(i-1) - \% \text{DistRate}(i) \times \text{Dist}(i)$
CashRate or CashRate(i)	means, for each Valuation Date(i): (1) the level of the RateOvernight for such Valuation Date(i); or (2) the last available level displayed of RateOvernight, if a level of RateOvernight dated as of such Valuation Date(i), in both cases as determined by the Calculation Agent provided that if in the case of (2) above RateOvernight is not displayed on the RateOvernightScreenPage (or, if applicable, any successor service or page used by the Calculation Agent for the purpose of ascertaining such rate) for a period of more than 7 Valuation Dates and such rate is, in the opinion of the Calculation Agent, reasonably expected to be discontinued (such rate then being the " Discontinued Rate ") then the Calculation Agent shall determine CashRate(i) (a) by selecting a successor rate for such Discontinued Rate which offers similar economic characteristics to the Discontinued Rate or, if the Calculation Agent determines that no such successor rate exists, (b) on the basis of the cost that Société Générale would charge or be charged to borrow cash in the LeveragedStrategyCurrency on an overnight basis.
Leveraged Strategy Closing Level or LSCL(i)	means, for any Valuation Date(i), the Closing Level of the Leveraged Strategy as of such day (i), as such level may be adjusted in accordance with the terms of Condition 3.2.1.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants. Subject to the occurrence of an Intraday Restrike Event (following which the Leveraged Strategy Closing Level will be determined in accordance with Condition 3.2.1.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants), for each Valuation Date(i), the Leveraged Strategy Closing Level as of such Valuation Date(i) is calculated in accordance with the following formulae: <u>on Valuation Date(0):</u> $\text{LSCL}(0) = \text{LSCLInitial}$ <u>on each subsequent Valuation Date(i):</u> $\text{LSCL}(i) = \text{Max}(\text{LSCL}(i-1) \times (1 + \text{Leverage} \times ((\text{Price}(i) / \text{AdjPrice}(i-1)) - 1) + (1 - \text{Leverage}) \times \text{Rate}(i-1) \times \text{ACT}(i-1, i) / \text{DayCountBasisRate}), 0)$ For the purposes of determining LSCL(i) on a Valuation Date immediately following an Intraday Restrike Event Reference Day, references to (i-1) in the formula of LSCL(i) above shall be deemed to be references to (i') (as defined in

	Condition 3.2.1.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants).
Leveraged Strategy Level or LSL(i,v)	<p>means, for any Valuation Date(i) and any Calculation Time(v), the latest level of the Leveraged Strategy as of such Calculation Time(v), as such level may be adjusted in accordance with the terms of Condition 3.2.1.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants.</p> <p>Subject to the occurrence of an Intraday Restrike Event (following which the Leveraged Strategy Level will be determined in accordance with Condition 3.2.1.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants), for each Valuation Date(i) and each Calculation Time(v), the Leveraged Strategy Level as of such Calculation Time(v) is calculated in accordance with the following formula:</p> $\text{LSL}(i,v) = \text{Max}(\text{LSCL}(i-1) \times (1 + \text{Leverage} \times ((\text{Price}(i,v) / \text{AdjPrice}(i-1)) - 1) + (1 - \text{Leverage}) \times \text{Rate}(i-1) \times \text{ACT}(i-1,i) / \text{DayCountBasisRate}), 0)$
Rate or Rate(i)	<p>means, for each Valuation Date(i), an annual rate calculated as of such day in accordance with the following formula:</p> $\text{Rate}(i) = \text{CashRate}(i) - (\text{Leverage} / (\text{Leverage} - 1)) \times \% \text{RepoRate}(i)$
Price(i)	means, in respect of each Valuation Date(i), the Reference Price of the Underlying as of such Valuation Date(i), subject to the adjustments and provisions of the Additional Terms and Conditions relating to such Underlying.
Price(i,v)	<p>means, in respect of each Valuation Date(i) and Calculation Time(v),</p> <p><i>[If the Underlying is a Share, an Index, a Depositary Receipt (DR), an Exchange Traded Fund (ETF), a Foreign Exchange Rate, a Commodity, or a Commodity Index]</i></p> <p>[the Intraday Price of the Underlying as of such Valuation Date(i) and Calculation Time(v).]</p> <p><i>[For any other type of Underlying]</i></p> <p>[the latest available price, level or rate (as the case may be) of the Underlying published on the relevant [Exchange] [Price Source] <i>[provide details on relevant source]</i> as of such Valuation Date (i) and Calculation Time (v).]</p>
Calculation Time	means with respect to the Underlying, any time between the TimeReferenceOpening and the TimeReferenceClosing, provided that the relevant data is available to enable the Calculation Agent to determine the Leveraged Strategy Level.

3.2.1.5.3 Distributions and corporate actions affecting the Underlying: Specific Definitions

Dist(i)	means Dist(i-1, i)
Underlying Distributions, or Dist(i1,i2)	<p>means, for any dates (i1) and (i2), the sum of all Gross Ordinary Distributions paid in respect of the Underlying, which have an ex date between (i1) (excluded) and (i2) (included).</p> <p>[If such Gross Ordinary Distribution is not denominated in the currency of the Underlying, this Gross Ordinary Distribution will be converted into such currency by the Calculation Agent using the latest available spot exchange rate as of the FXSourceFixingTime as published on the Valuation Date immediately preceding the relevant Valuation Date(i) by the FXSource. If no such rate is available on the Valuation Date immediately preceding such Valuation Date(i), such rate shall be the first available spot exchange rate as of the FXSourceFixingTime to convert such Gross Ordinary Distribution into the Currency of the Underlying following such Valuation Date(i), as published by the FXSource, or any successor service or page used by the Calculation Agent for the purposes of ascertaining such rate.]</p>

3.2.1.5.4 Extraordinary Strategy Adjustment for Performance Reasons

(i')	means the Intraday Restrike Event Reference Day which corresponds to the Intraday Restrike Event immediately preceding the Calculation Time(v).
AdjPrice(i')	<p>is determined according to the following formula:</p> $\text{AdjPrice}(i') = \text{Price}(i', V_{\text{REF}}(v)) - \% \text{DistRate}(\text{CRD}) \times \text{Dist}(i', \text{CRD})$
AdjPrice(i(REF))	<p>means:</p> <p>(1) if i(REF) is an Intraday Restrike Event Reference Day, then:</p> $\text{AdjPrice}(i(\text{REF})) = \text{Price}(i'', v1) - \% \text{DistRate}(i') \times \text{Dist}(i'', i')$ <p>(2) or otherwise:</p> $\text{AdjPrice}(i(\text{REF})) = \text{Price}(i'-1) - \% \text{DistRate}(i') \times \text{Dist}(i'-1, i')$
Extraordinary Strategy Adjustment for Performance Reasons	<p>If the Calculation Agent determines that an Intraday Restrike Event has occurred at a Calculation Time(v) during a Valuation Date(i), an adjustment (an Extraordinary Strategy Adjustment for Performance Reasons) shall take place during such Valuation Date(i) in accordance with the following provisions.</p> <p>The real time calculation of the Leveraged Strategy shall be suspended during the Intraday Restrike Event Observation Period and resume in accordance with Condition 3.2.1.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants within 15 minutes following the end of such Intraday Restrike Event Observation Period (the point of such resumption being</p>

	<p>the Calculation Resume Time and the day on which such resumption occurs being the Calculation Resume Day or CRD). Should the end of the Intraday Restrike Event Observation Period occur less than 15 minutes before the TimeReferenceClosing on the Intraday Restrike Event Reference Day, the Calculation Resume Time shall be the TimeReferenceClosing which immediately follows the end of the Intraday Restrike Event Observation Period.</p> <p>On each Calculation Resume Day, from the Calculation Resume Time, LSCL(CRD) and LSL(CRD,v) will be determined as follows:</p> <p>For each Calculation Time(v) during such Calculation Resume Day following the end of the Intraday Restrike Event Observation Period, the Leveraged Strategy is calculated according to the following formula:</p> $LSL(CRD,v) = LSL(i',V_{REF}(v)) \times (1 + \text{Leverage} \times ((\text{Price}(CRD,v) / \text{AdjPrice}(i')) - 1) + (1 - \text{Leverage}) \times \text{Rate}(i') \times \text{ACT}(i',CRD) / \text{DayCountBasisRate})$ <p>and at the TimeReferenceClosing of such Calculation Resume Day:</p> $LSCL(CRD) = LSL(i',V_{REF}(v)) \times (1 + \text{Leverage} \times ((\text{Price}(CRD) / \text{AdjPrice}(i')) - 1) + (1 - \text{Leverage}) \times \text{Rate}(i') \times \text{ACT}(i',CRD) / \text{DayCountBasisRate})$
i(REF)	<p>means the latest of (1) the Intraday Restrike Event Reference Day immediately preceding (i') in which case i(REF) is referred to as (i'') and the latest Intraday Restrike Event Reference Time on such Intraday Restrike Event Reference Day is referred to as (v1) and (2) the Valuation Date which immediately precedes (i') in which case i(REF) is referred to as (i'-1).</p>
Intraday Reference Level	<p>means, in respect of Valuation Date(i) and a Calculation Time(v), the Underlying level as of (1) the last Intraday Restrike Event Reference Time preceding and excluding such Calculation Time(v) or (2) if no Intraday Restrike Event has occurred on such day, the closing level of the Underlying on the immediately preceding Valuation Date.</p>
Intraday Restrike Event	<p>means, in respect of a Valuation Date(i), the increase at a Calculation Time(v) of the Underlying level above the DailyRestrikePercentage of the relevant Intraday Reference Level at such Calculation Time.</p>
Intraday Restrike Event Observation Period	<p>means in respect of an Intraday Restrike Event, the period starting on and excluding the Intraday Restrike Event Time and finishing on and including the time falling 15 minutes after the Intraday Restrike Event Time.</p> <p>Where, during such 15 minute period, the Calculation Agent determines that (1) (if the Underlying is an Index or a SGI Index) the level of the Underlying is not disseminated by the Underlying Sponsor or, the Underlying Calculation Agent, as the case may be or (2) (for any type of Underlying including, for the avoidance of doubt, an Index or a SGI Index) the Exchange or the Related Exchange is not open for continuous trading, the Intraday Restrike Event Observation Period will be extended to the extent necessary until (1) (if the Underlying is an Index or a</p>

	<p>SGI Index) the level of the Underlying is calculated and disseminated by the Underlying Sponsor or the Underlying Calculation Agent, as the case may be and (2) (for any type of Underlying including, for the avoidance of doubt, an Index or a SGI Index) the Exchange and the Related Exchange are open for continuous trading for an aggregate period of 15 minutes.</p> <p>If the Intraday Restrike Event Observation Period would not end by the TimeReferenceClosing: (1) such day will not be a Valuation Date for the purposes of determining any element of the Leveraged Strategy, except (a) for the purpose of calculating $LSL(i', v_{REF}(v))$ and $AdjPrice(i')$ (and the constituent parts thereof) corresponding to the applicable Intraday Restrike Event and (b) for the purpose of calculating $LSL(i', v_{REF}(v))$ and $AdjPrice(i')$ (and the constituent parts thereof) with respect to any previous Intraday Restrike Event that has occurred on such day, if any; and (2) such Intraday Restrike Event Observation Period shall be extended to the following Valuation Date to the extent necessary until the Calculation Agent determines that (a) (if the Underlying is an Index or a SGI Index) the level of the Underlying is calculated and disseminated by the Underlying Sponsor or, the Underlying Calculation Agent, as the case may be and (b) (for any type of Underlying including, for the avoidance of doubt, an Index or a SGI Index) the Exchange and the Related Exchange are open for continuous trading for an aggregate period of 15 minutes.</p> <p>For the purpose of determining the Intraday Restrike Event Observation Period only, the Exchange shall not be considered to be open for continuous trading during its closing auction period (as provided under the rules of the Exchange).</p>
Intraday Restrike Event Reference Day	means, in respect of an Intraday Restrike Event Observation Period, the day on which the Intraday Restrike Event Reference Time occurs.
Intraday Restrike Event Reference Time	means, [in respect of an Intraday Restrike Event Observation Period, the Calculation Time on which the Leveraged Strategy Level reaches its lowest value during such period.] [the end of the Intraday Restrike Event Observation Period.]
Intraday Restrike Event Time	means in respect of an Intraday Restrike Event, the Calculation Time on which such event occurs.
$LSL(i', v_{REF}(v))$	<p>is calculated in accordance with the following formulae:</p> <p>(1) where, in respect of an Intraday Restrike Event, one or more Intraday Restrike Event Times have previously occurred with an Intraday Restrike Event Reference Time occurring on (i'), then (with the latest Intraday Restrike Event Reference Time, immediately preceding $v_{REF}(v)$, being "$v1$"):</p> $LSL(i', v_{REF}(v)) = LSL(i', v1) \times (1 + \text{Leverage} \times ((\text{Price}(i', v_{REF}(v)) / \text{Price}(i', v1)) - 1))$ <p>Where $LSL(i', v1)$ is determined in accordance with Condition 3.2.1.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants but with "$v_{REF}(v)$" replaced by "$v1$".</p>

	<p>(2) in circumstances other than those set out in (1):</p> $LSL(i', V_{REF}(v)) = LSLREF(i(REF)) \times (1 + Leverage \times ((Price(i', V_{REF}(v)) / AdjPrice(i(REF))) - 1) + (1 - Leverage) \times Rate(i(REF)) \times (ACT(i(REF), i') / DayCountBasisRate))$
LSLREF(i(REF))	means, if i(REF) is an Intraday Restrike Event Reference Day then LSL(i'', v1); or otherwise LSCL(i'-1).
[Price(i', VREF(v))]	[means the time weighted average price of the Underlying during the Intraday Restrike Event Observation Period.]
V_{REF}(v)	means the latest Intraday Restrike Event Reference Time preceding, and excluding, Calculation Time(v).

3.2.2 Fixed Leverage Bull

If the applicable Final Terms specify that "*Reference of the Product*" is 3.2.2, the following applies:

3.2.2.0 Product Description

- This Product may be subject to Event-linked Early Expiration:
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price relies on the then level of the Leveraged Strategy.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is determined on the basis of the level of the Leveraged Strategy.

The strategy to which the performance of the Warrant is linked is the Leveraged Strategy which consists of leveraged exposure to the Underlying with a leverage factor "**Leverage**" and a hypothetical money market instrument.

The notional exposure of the Leveraged Strategy to the Underlying is revised on each Valuation Date in order to take into account the Leveraged Strategy Closing Level as of the previous Valuation Date, as further described hereinafter.

3.2.2.1 Event-linked Early Expiration: Applicable

Early Expiration Event is deemed to have occurred, if on any Valuation Date(i), LSCL(i) [is lower] [is higher] than [or equal to] BarrierLevelAutocall(i).

Early Settlement Price(i) = Notional Amount x Product Formula(i)

Product Formula(i) = BaseSettlementLevel_ESP + (1 / BaseAmount) x Max(InitialValue x FX(0) x Ratio(RVD(i)) x (LSCL(RVD(i)) / LSCL(0)) - C(RVD(i)); 0) x (1 / FX(RVD(i)+1))

3.2.2.2 Final Settlement Price:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP + (1 / BaseAmount) x Max(InitialValue x FX(0) x Ratio(T) x (LSCL(T) / LSCL(0)) - C(T); 0) x (1 / FX(T+1))

3.2.2.3 Variable Data:

BarrierLevelAutocall
BaseAmount
BaseCurrency
BaseSettlementLevel_ESP
BaseSettlementLevel_FSP
DailyRestrikePercentage
DayCountBasisCommission
DayCountBasisRate
FXSource
FXSourceFixingTime
InitialValue
Leverage
LeveragedStrategyCurrency
LSCLInitial
RatioInitial
RatioResetThreshold
RateOvernight
RateOvernightScreenPage
TimeReferenceClosing
TimeReferenceOpening

The Variable Data are defined under Condition 5.4 herein.

3.2.2.4 Applicable Rates:

%CollatCostRate
%CommissionRate
%DistRate
%GapPremiumRate
%QuantoRate
%SpreadLevel

The Applicable Rates are defined under Condition 3.2.0 herein.

3.2.2.5 Specific Definition(s):

3.2.2.5.1 Specific Definitions relating to the determination of the Product Formula

FX(i)	means, for any Valuation Date(i), the spot exchange rate as of the FXSourceFixingTime to convert the BaseCurrency into the LeveragedStrategyCurrency in respect of such Valuation Date(i), as published by the FXSource, or any successor thereto. If no such rate is available on such Valuation Date(i), FX(i) shall be the first available spot exchange rate as of the FXSourceFixingTime to convert the BaseCurrency into the LeveragedStrategyCurrency following such day, as published by the FXSource, or any successor thereto.
Ratio or Ratio(i)	means, for each Valuation Date(i), the value of Ratio(i) in respect of each Warrant on such Valuation Date(i), which shall be the value of Ratio(i) on the Valuation

	<p>Date(i-1) unless adjusted by the Calculation Agent in accordance with the following provisions.</p> <p>If, on any Valuation Date(i) from, but excluding, the Initial Valuation Date to, and including, the Final Valuation Date:</p> $C(i) / IV(i) > \text{RatioResetThreshold}$ <p>then the Calculation Agent shall adjust the value of Ratio(i) in respect of such Valuation Date(i). The Calculation Agent may also, on any Valuation Date(i) from, but excluding, the Initial Valuation Date to, and including, the Final Valuation Date, elect in its sole discretion to adjust the value of Ratio(i) in respect of such Valuation Date(i). If the Calculation Agent adjusts the value of Ratio(i), it shall do so in accordance with the following formula:</p> $\text{Ratio}(i) = (\text{Ratio}(i-1) \times \text{LSCL}(i) - C_{\text{BEFORE}}(i) \times (\text{LSCL}(0) / (\text{InitialValue} \times \text{FX}(0)))) / \text{LSCL}(i)$ <p>The initial value of Ratio(i) shall be equal to Ratio(0) = RatioInitial.</p>
C_{BEFORE}(i)	<p>is determined in accordance with the following formula:</p> $C_{\text{BEFORE}}(i) = C(i-1) + ((\text{ACT}(i-1;i) / \text{DayCountBasisCommission}) \times (\% \text{CommissionRate}(i) + \% \text{GapPremiumRate}(i) + \% \text{CollatCostRate}(i) + \% \text{QuantoRate}(i)) \times \text{IntrinsicValue}(i))$
Commission(i), Commission or C(i)	<p>means, in respect of each Valuation Date(i):</p> <p>if (i) is the Initial Valuation Date or a day on which the value of Ratio(i) has been adjusted in accordance with the definition of "Ratio or Ratio(i)" herein:</p> 0 <p>and otherwise:</p> $C(i) = C(i-1) + (\text{ACT}(i-1;i) / \text{DayCountBasisCommission}) \times (\% \text{CommissionRate}(i) + \% \text{GapPremiumRate}(i) + \% \text{CollatCostRate}(i) + \% \text{QuantoRate}(i)) \times \text{IntrinsicValue}(i)$
Intrinsic Value, IntrinsicValue(i) or IV(i)	<p>means in respect of each Valuation Date(i), an amount determined by the Calculation Agent in accordance with the following formula:</p> $\text{IntrinsicValue}(i) = \text{Max}(\text{InitialValue} \times \text{FX}(0) \times \text{Ratio}(i-1) \times (\text{LSCL}(i) / \text{LSCL}(0)) - C(i-1); 0)$

3.2.2.5.2 Specific Definitions relating to the Leveraged Strategy

AdjPrice(i-1)	is determined, for each Valuation Date(i), according to the following formula:
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	Price(i-1) - %DistRate(i) x Dist(i)
CashRate or CashRate(i)	<p>means, for each Valuation Date(i):</p> <p>(1) the level of the RateOvernight for such Valuation Date(i); or</p> <p>(2) the last available level displayed of RateOvernight, if a level of RateOvernight dated as of such Valuation Date(i),</p> <p>in both cases as determined by the Calculation Agent provided that if in the case of (2) above RateOvernight is not displayed on the RateOvernightScreenPage (or, if applicable, any successor service or page used by the Calculation Agent for the purpose of ascertaining such rate) for a period of more than 7 Valuation Dates and such rate is, in the opinion of the Calculation Agent, reasonably expected to be discontinued (such rate then being the "Discontinued Rate") then the Calculation Agent shall determine CashRate(i) (a) by selecting a successor rate for such Discontinued Rate which offers similar economic characteristics to the Discontinued Rate or, if the Calculation Agent determines that no such successor rate exists, (b) on the basis of the cost that Société Générale would charge or be charged to borrow cash in the LeveragedStrategyCurrency on an overnight basis.</p>
Leveraged Strategy Closing Level or LSCL(i)	<p>means, for any Valuation Date(i), the Closing Level of the Leveraged Strategy as of such day (i), as such level may be adjusted in accordance with the terms of Condition 3.2.2.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants.</p> <p>Subject to the occurrence of an Intraday Restrike Event (following which the Leveraged Strategy Closing Level will be determined in accordance with Condition 3.2.2.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants), for each Valuation Date(i), the Leveraged Strategy Closing Level as of such Valuation Date(i) is calculated in accordance with the following formulae:</p> <p><u>On Valuation Date(0):</u></p> <p>LSCL(0) = LSCLInitial</p> <p><u>On each subsequent Valuation Date(i):</u></p> <p>LSCL(i) = Max(LSCL(i-1) x (1 + Leverage x ((Price(i) / AdjPrice(i-1)) - 1) + (1 - Leverage) x Rate(i-1) x ACT(i-1,i) / DayCountBasisRate),0)</p> <p>For the purposes of determining LSCL(i) on a Valuation Date immediately following an Intraday Restrike Event Reference Day, references to (i-1) in the formula of LSCL(i) above shall be deemed to be references to (i') (as defined in Condition 3.2.2.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants).</p>
Leveraged Strategy Level or LSL(i,v)	<p>means, for any Valuation Date(i) and any Calculation Time(v), the latest level of the Leveraged Strategy as of such Calculation Time(v), as such level may be adjusted in accordance with the terms of Condition 3.2.2.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants.</p>

	<p>Subject to the occurrence of an Intraday Restrike Event (following which the Leveraged Strategy Level will be determined in accordance with Condition 3.2.2.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants), for each Valuation Date(i) and each Calculation Time(v), the Leveraged Strategy Level as of such Calculation Time(v) is calculated in accordance with the following formula:</p> $\text{LSL}(i,v) = \text{Max}(\text{LSCL}(i-1) \times (1 + \text{Leverage} \times ((\text{Price}(i,v) / \text{AdjPrice}(i-1)) - 1) + (1 - \text{Leverage}) \times \text{Rate}(i-1) \times \text{ACT}(i-1,i) / \text{DayCountBasisRate}), 0)$
Rate or Rate(i)	<p>means, for each Valuation Date(i), an annual rate calculated as of such day in accordance with the following formula:</p> $\text{Rate}(i) = \text{CashRate}(i) + \% \text{SpreadLevel}(i)$
Price(i)	<p>means, in respect of each Valuation Date(i), the Reference Price of the Underlying as of such Valuation Date(i), subject to the adjustments and provisions of the Additional Terms and Conditions relating to such Underlying.</p>
Price(i,v)	<p>means, in respect of each Valuation Date(i) and Calculation Time(v),</p> <p><i>[If the Underlying is a Share, an Index, a Depositary Receipt (DR), an Exchange Traded Fund (ETF), a Foreign Exchange Rate, a Commodity, or a Commodity Index]</i></p> <p>[the Intraday Price of the Underlying as of such Valuation Date(i) and Calculation Time(v).]</p> <p><i>[For any other type of Underlying]</i></p> <p>[the latest available price, level or rate (as the case may be) of the Underlying published on the relevant [Exchange] [Price Source][provide details on relevant source] as of such Valuation Date (i) and Calculation Time (v).]</p>
Calculation Time	<p>means with respect to the Underlying, any time between the TimeReferenceOpening and the TimeReferenceClosing, provided that the relevant data is available to enable the Calculation Agent to determine the Leveraged Strategy Level.</p>

3.2.2.5.3 Distributions and corporate actions affecting the Underlying: Specific Definitions

Dist(i)	<p>means Dist(i-1, i)</p>
Underlying Distributions, or Dist(i1,i2)	<p>means, for any dates (i1) and (i2), the sum of all Gross Ordinary Distributions, paid in respect of the Underlying, which have an ex date between (i1) (excluded) and (i2) (included).</p> <p>[If such Gross Ordinary Distribution is not denominated in the currency of the Underlying, this Gross Ordinary Distribution will be converted into such currency by the Calculation Agent using the latest available spot exchange rate as of the FXSourceFixingTime as published on the Valuation Date immediately preceding</p>

	the relevant Valuation Date(i) by the FXSource. If no such rate is available on the Valuation Date immediately preceding such Valuation Date(i), such rate shall be the first available spot exchange rate as of the FXSourceFixingTime to convert such Gross Ordinary Distribution into the Currency of the Underlying following such Valuation Date(i), as published by the FXSource, or any successor service or page used by the Calculation Agent for the purposes of ascertaining such rate.]
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3.2.2.5.4 Extraordinary Strategy Adjustment for Performance Reasons

(i')	means the Intraday Restrike Event Reference Day which corresponds to the Intraday Restrike Event immediately preceding the Calculation Time(v).
AdjPrice(i')	is determined according to the following formula: $\text{AdjPrice}(i') = \text{Price}(i', V_{\text{REF}}(v)) - \% \text{DistRate}(\text{CRD}) \times \text{Dist}(i', \text{CRD})$
AdjPrice(i(REF))	means, (1) if i(REF) is an Intraday Restrike Event Reference Day; then $\text{AdjPrice}(i(\text{REF})) = \text{Price}(i'', v1) - \% \text{DistRate}(i') \times \text{Dist}(i'', i')$ otherwise: (2) $\text{AdjPrice}(i(\text{REF})) = \text{Price}(i'-1) - \% \text{DistRate}(i') \times \text{Dist}(i'-1, i').$
Extraordinary Strategy Adjustment for Performance Reasons	<p>If the Calculation Agent determines that an Intraday Restrike Event has occurred at a Calculation Time(v) during a Valuation Date(i), an adjustment (an Extraordinary Strategy Adjustment for Performance Reasons) shall take place during such Valuation Date(i) in accordance with the following provisions.</p> <p>The real time calculation of the Leveraged Strategy shall be suspended during the Intraday Restrike Event Observation Period and resume in accordance with Condition 3.2.2.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants within 15 minutes following the end of such Intraday Restrike Event Observation Period (the point of such resumption being the Calculation Resume Time and the day on which such resumption occurs being the Calculation Resume Day or CRD). Should the end of the Intraday Restrike Event Observation Period occur less than 15 minutes before the TimeReferenceClosing on the Intraday Restrike Event Reference Day, the Calculation Resume Time shall be the TimeReferenceClosing which immediately follows the end of the Intraday Restrike Event Observation Period.</p> <p>On each Calculation Resume Day, from the Calculation Resume Time, LSCL(CRD) and LSL(CRD,v) will be determined as follows:</p> <p>For each Calculation Time(v) during such Calculation Resume Day following the end of the Intraday Restrike Event Observation Period, the Leveraged Strategy is calculated according to the following formula:</p> $\text{LSL}(\text{CRD}, v) = \text{LSL}(i', V_{\text{REF}}(v)) \times (1 + \text{Leverage} \times ((\text{Price}(\text{CRD}, v) / \text{AdjPrice}(i'')) - 1) + (1 - \text{Leverage}) \times \text{Rate}(i') \times \text{ACT}(i', \text{CRD}) / \text{DayCountBasisRate})$

	<p>And at the TimeReferenceClosing of such Calculation Resume Day:</p> $LSCL(CRD) = LSL(i', V_{REF}(v)) \times (1 + \text{Leverage} \times ((\text{Price}(CRD) / \text{AdjPrice}(i')) - 1) + (1 - \text{Leverage}) \times \text{Rate}(i') \times \text{ACT}(i', CRD) / \text{DayCountBasisRate})$
i(REF)	<p>means the latest of (1) the Intraday Restrike Event Reference Day immediately preceding (i') in which case i(REF) is referred to as (i'') and the latest Intraday Restrike Event Reference Time on such Intraday Restrike Event Reference Day is referred to as (v1) and (2) the Valuation Date which immediately precedes (i') in which case i(REF) is referred to as (i'-1).</p>
Intraday Reference Level	<p>means in respect of Valuation Date(i) and a Calculation Time(v), the Underlying level as of (1) the last Intraday Restrike Event Reference Time preceding and excluding such Calculation Time(v) or (2) if no Intraday Restrike Event has occurred on such day, the closing level of the Underlying on the immediately preceding Valuation Date.</p>
Intraday Restrike Event	<p>means in respect of a Valuation Date(i), the decrease at a Calculation Time(v) of the Underlying level below the DailyRestrikePercentage of the relevant Intraday Reference Level at such Calculation Time.</p>
Intraday Restrike Event Observation Period	<p>means in respect of an Intraday Restrike Event, the period starting on and excluding the Intraday Restrike Event Time and finishing on and including the time falling 15 minutes after the Intraday Restrike Event Time.</p> <p>Where, during such 15 minute period, the Calculation Agent determines that (1) (if the Underlying is an Index or a SGI Index) the level of the Underlying is not disseminated by the Underlying Sponsor or, the Underlying Calculation Agent, as the case may be or (2) (for any type of Underlying including, for the avoidance of doubt, an Index or a SGI Index) the Exchange or the Related Exchange is not open for continuous trading, the Intraday Restrike Event Observation Period will be extended to the extent necessary until (1) (if the Underlying is an Index or a SGI Index) the level of the Underlying is calculated and disseminated by the Underlying Sponsor or, the Underlying Calculation Agent, as the case may be and (2) (for any type of Underlying including, for the avoidance of doubt, an Index or a SGI Index) the Exchange and the Related Exchange are open for continuous trading for an aggregate period of 15 minutes.</p> <p>If the Intraday Restrike Event Observation Period would not end by the TimeReferenceClosing: (1) such day will not be a Valuation Date for the purposes of determining any element of the Leveraged Strategy, except (a) for the purpose of calculating $LSL(i', V_{REF}(v))$ and $\text{AdjPrice}(i')$ (and the constituent parts thereof) corresponding to the applicable Intraday Restrike Event and (b) for the purpose of calculating $LSL(i', V_{REF}(v))$ and $\text{AdjPrice}(i')$ (and the constituent parts thereof) with respect to any previous Intraday Restrike Event that has occurred on such day, if any; and (2) such Intraday Restrike Event Observation Period shall be extended to the following Valuation Date to the extent necessary until the Calculation Agent determines that (a) (if the Underlying is an Index or a SGI Index) the level of the Underlying is calculated and disseminated by the Underlying Sponsor or, the Underlying Calculation Agent, as the case may be and (b) (for any type of Underlying including, for the avoidance of doubt, an Index or a SGI Index) the Exchange and the Related Exchange are open for continuous trading for an aggregate period of 15 minutes.</p>

	For the purpose of determining the Intraday Restrike Event Observation Period only, the Exchange shall not be considered to be open for continuous trading during its closing auction period (as provided under the rules of the Exchange).
Intraday Restrike Event Reference Day	means in respect of an Intraday Restrike Event Observation Period, the day on which the Intraday Restrike Event Reference Time occurs.
Intraday Restrike Event Reference Time	means [in respect of an Intraday Restrike Event Observation Period, the Calculation Time on which the Leveraged Strategy Level reaches its lowest value during such period] [the end of the Intraday Restrike Event Observation Period].
Intraday Restrike Event Time	means in respect of an Intraday Restrike Event, the Calculation Time on which such event occurs.
LSL(i',V_{REF}(v))	<p>is calculated in accordance with the following formulae:</p> <p>(1) where, in respect of an Intraday Restrike Event, one or more Intraday Restrike Event Times have previously occurred with an Intraday Restrike Event Reference Time occurring on (i'), then (with the latest Intraday Restrike Event Reference Time immediately preceding V_{REF}(v) being "v1"):</p> $LSL(i',V_{REF}(v)) = LSL(i',v1) \times (1 + \text{Leverage} \times ((\text{Price}(i',V_{REF}(v)) / \text{Price}(i',v1)) - 1))$ <p>Where LSL(i',v1) is determined in accordance with Condition 3.2.2.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants but with "V_{REF}(v)" replaced by "v1".</p> <p>(2) In circumstances other than those set out in (1):</p> $LSL(i',V_{REF}(v)) = LSLREF(i(REF)) \times (1 + \text{Leverage} \times ((\text{Price}(i',V_{REF}(v)) / \text{AdjPrice}(i(REF))) - 1) + (1 - \text{Leverage}) \times \text{Rate}(i(REF)) \times (\text{ACT}(i(REF),i') / \text{DayCountBasisRate}))$
LSLREF(i(REF))	means, if i(REF) is an Intraday Restrike Event Reference Day; then LSL(i'',v1); or otherwise LSCL(i'-1).
[Price(i',V_{REF}(v))]	[means the time weighted average price of the Underlying during the Intraday Restrike Event Observation Period.]
V_{REF}(v)	means the latest Intraday Restrike Event Reference Time preceding, and excluding, Calculation Time(v).

3.2.3 Fixed Leverage on Futures

If the applicable Final Terms specify that "*Reference of the Product*" is 3.2.3, the following applies:

3.2.3.0 Product Description

- This Product may be subject to Event-linked Early Expiration:
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price relies on the then level of the Leveraged Strategy.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is determined on the basis of the level of the Leveraged Strategy.

The strategy to which the performance of the Warrant is linked is the **Leveraged Strategy** which consists of leveraged exposure to the price of the future contract with a Leverage factor "**Leverage**" and a hypothetical money market instrument.

The notional exposure of the Leveraged Strategy to the price of the future contract is revised on each Valuation Date in order to take into account the Leveraged Strategy Closing Level as of the previous Valuation Date, as further described hereinafter.

3.2.3.1 Event-linked Early Expiration: Applicable

Early Expiration Event is deemed to have occurred, if on any Valuation Date(i), LSCL(i) [is lower] [is higher] than [or equal to] BarrierLevelAutocall(i).

Early Settlement Price(i) = Notional Amount x Product Formula(i)

Product Formula(i) = BaseSettlementLevel_FSP + (1 / BaseAmount) x Max(InitialValue x (FX(0) / FX(RVD(i))) x (LSCL(RVD(i)) / LSCL(0)) x Hedging Fees Factor(i);0)

3.2.3.2 Final Settlement Price:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP + (1 / BaseAmount) x Max(InitialValue x (FX(0) / FX(T)) x (LSCL(T) / LSCL(0)) x Hedging Fees Factor(T);0)

3.2.3.3 Variable Data:

BarrierLevelAutocall
BaseAmount
BaseCurrency
BaseSettlementLevel_ESP
BaseSettlementLevel_FSP
BSCLInitial
ContractTable1
ContractTable2
DailyRestrikePercentage
DayCountBasisCommission
DayCountBasisRate
ERLSCLInitial
FXSource
InitialValue
Leverage
LeveragedStrategyCurrency
LSCLInitial
RateOvernight
RateOvernightScreenPage
RollEndDate
RollStartDate
TimeReferenceClosing
TimeReferenceOpening

The Variable Data are defined under Condition 5.4 herein.

3.2.3.4 Applicable Rates:

%CollatCostRate
 %CommissionRate
 %GapPremiumRate
 %QuantoRate
 %MarginCost

The Applicable Rates are defined under Condition 3.2.0 herein.

3.2.3.5 Specific Definition(s):

3.2.3.5.1 Specific Definitions relating to the determination of the Product Formula

ACT(i-1;i)	Means the number of calendar days between the Valuation Date(i-1) (included) and the Valuation Date(i) (excluded)
FX(i)	means, for any Valuation Date(i), the closing spot exchange rate to convert the BaseCurrency into the LeveragedStrategyCurrency in respect of such Valuation Date(i), as published by the FXSource, or any successor thereto. If no such rate is available on such Valuation Date(i), FX(i) shall be the first available closing spot exchange rate to convert the BaseCurrency into the LeveragedStrategyCurrency following such day, as published by the FXSource, or any successor thereto or, in the absence of such successor, such other primary source as the Calculation Agent deems appropriate.
Hedging Fees Factor(i) (i from 1 to T)	means: $\text{Product}(\text{for } t \text{ from } 1 \text{ to } i) \left(1 - \frac{(\%CommissionRate(t-1) + \%GapPremiumRate(t-1) + \%CollatCostRate(t-1) + \%QuantoRate(t-1))}{\text{DayCountBasisCommission}} \right) \times \text{ACT}(t-1;t)$

3.2.3.5.2 Specific Definitions relating to the Leveraged Strategy

Benchmark Strategy	Means, for each Valuation Date(i) and Calculation Time(v), a basket of contracts, the contracts being allocated and selected according to the definitions of C _{Active} or Active Future Contract, C _{NextActive} or Next Active Future Contract and CRW(i) below.
Benchmark Strategy Closing Level or BSCL(i)	Means, for each Valuation Date(i), the closing level of the Benchmark Strategy as of such Valuation Date(i), calculated in accordance with the following formula: $\text{BSCL}(i) = \text{BSCL}(i-1) \times ((\text{CRW}(i) \times \text{CSL}(i, C_{\text{Active}}) + (1 - \text{CRW}(i)) \times \text{CSL}(i, C_{\text{NextActive}})) / (\text{CRW}(i) \times \text{CSL}(i-1, C_{\text{Active}}) + (1 - \text{CRW}(i)) \times \text{CSL}(i-1, C_{\text{NextActive}})))$ <p>With BSCL(0) = BSCLInitial</p>
Benchmark Strategy Level or BSL(i,v)	Means, for each Valuation Date(i) and Calculation Time(v), the level of the Benchmark Strategy as of such Valuation Date(i) and such Calculation Time(v), calculated in accordance with the following formula: $\text{BSL}(i,v) = \text{BSCL}(i-1) \times ((\text{CRW}(i) \times \text{CL}(i,v, C_{\text{Active}}) + (1 - \text{CRW}(i)) \times$

		$CL(i, v, C_{NextActive})) / (CRW(i) \times CSL(i-1, C_{Active}) + (1 - CRW(i)) \times CSL(i-1, C_{NextActive}))$
CashRate CashRate(i)	or	<p>means, for each Valuation Date(i), the rate calculated as follows:</p> <p><i>[if Option 3-Month US T-Bill Discount Rate is applicable]</i></p> <p>$[CashRate(i) = (1 / (1 - (91/DayCountBasisRate) \times TBDR(i-1)))^{(1/91)} - 1$</p> <p>Where TBDR(i-1) means the latest discount rate of the 3-Month US Treasury Bill as displayed on "USB3MTA Index" Bloomberg Page (or, if applicable, any successor service or page used by the Calculation Agent for the purpose of ascertaining such rate) as of Valuation Date (i-1)</p> <p>PROVIDED THAT if TBDR is not displayed on the "USB3MTA Index" Bloomberg Page (or, if applicable, any successor service or page used by the Calculation Agent for the purpose of ascertaining such rate) for a period of more than 7 Valuation Dates and such rate is, in the opinion of the Calculation Agent, reasonably expected to be discontinued (such rate then being the "Discontinued Rate") then the Calculation Agent shall determine CashRate(i) (a) by selecting a successor rate for such Discontinued Rate which offers similar economic characteristics to the Discontinued Rate or, if the Calculation Agent determines that no such successor rate exists, (b) on the basis of the cost that Société Générale would charge or be charged to borrow cash in the LeveragedStrategyCurrency on an overnight basis.]</p> <p><i>[If Option Other Rate is applicable]</i></p> <p>[</p> <p>(1) the level of the RateOvernight for such Valuation Date(i) divided by DayCountBasisRate; or</p> <p>(2) the last available level displayed of RateOvernight divided by DayCountBasisRate, if a level of RateOvernight dated as of such Valuation Date(i),</p> <p>in both cases as determined by the Calculation Agent PROVIDED THAT if in the case of (2) above RateOvernight is not displayed on the RateOvernightScreenPage (or, if applicable, any successor service or page used by the Calculation Agent for the purpose of ascertaining such rate) for a period of more than 7 Valuation Dates and such rate is, in the opinion of the Calculation Agent, reasonably expected to be discontinued (such rate then being the "Discontinued Rate") then the Calculation Agent shall determine CashRate(i) (a) by selecting a successor rate for such Discontinued Rate which offers similar economic characteristics to the Discontinued Rate or, if the Calculation Agent determines that no such successor rate exists, (b) on the basis of the cost that Société Générale would charge or be charged to borrow cash in the LeveragedStrategyCurrency on an overnight basis.]</p>
C_{Active} or Active Future Contract		<p>means, for each Valuation Date(i), the active future contract to be used when calculating the Benchmark Strategy Closing Level or the Benchmark Strategy Level as of such Valuation Date(i).</p> <p>The Active Future Contract is determined in accordance with the following roll schedule:</p> <p><i>[insert the ContractTable1]</i></p>

C_{NextActive} or Next Active Future Contract	<p>means, for each Valuation Date(i), the next active future contract to be used when calculating the Leveraged Strategy Closing Level or the Leveraged Strategy Level as of such Valuation Date(i).</p> <p>The Next Active Future Contract is determined in accordance with the following roll schedule:</p> <p><i>[insert the ContractTable2]</i></p>
CRW(i)	<p>means, in respect of Valuation Date(i) occurring in a particular month, the percentage of the Active Future Contract used in the calculation of the Benchmark Strategy Closing Level on a Valuation Date (i) determined as the following:</p> <p>If Valuation Date(i) occurs before a RollStartDate in the relevant month: $CRW(i) = 100\%$</p> <p>If Valuation Date(i) occurs in the period from, and including, a RollStartDate to, and including a RollEndDate in the relevant month[, then this Valuation Date(i) will be a Rolling Date as define in the Additional Terms and Conditions for Future Linked Warrants and]: $CRW(i) = 100\% \times \text{DayCount}(i ; \text{RollEndDate}) / \text{DayCount}(\text{RollStartDate} ; \text{RollEndDate})$</p> <p>If Valuation Date(i) occurs after a RollEndDate in the relevant month: $CRW(i) = 0\%$</p>
Contract Settlement Level or CSL(i,C)	<p>means, for each Valuation Date(i), and a contract (C), the [Commodity] Reference Price of the contract (C), calculated and published by the Exchange, as of the Valuation Date(i).</p>
Excess Return Leveraged Strategy Closing Level or ERLSCL(i)	<p>Means, for each Valuation Date(i), the excess return closing level of the Leveraged Strategy as of such Valuation Date(i), calculated in accordance with the following formulae:</p> <p>On Valuation Date(0):</p> $ERLSCL(0) = ERLSCL_{Initial}$ <p>On each subsequent Valuation Date(i):</p> $ERLSCL(i) = \text{Max}(ERLSCL(i-1) \times (1 + \text{Leverage} \times ((BSCL(i) / BSCL(i-1)) - 1)) ; 0)$
Excess Return Leveraged Strategy Level or ERLSL(i,v)	<p>Means, for each Valuation Date(i) and Calculation Time(v), the excess return level of the Leveraged Strategy as of such Valuation Date(i) and such Calculation Time(v), calculated in accordance with the following formula:</p> $ERLSL(i,v) = \text{Max}(ERLSCL(i-1) \times (1 + \text{Leverage} \times ((BSL(i,v) / BSCL(i-1)) - 1)) ; 0)$
Intraday Contract Level or CL(i, v, C)	<p>means, in respect of each Valuation Date(i), Calculation Time(v) and contract (C), the Intraday Price of the contract as of such Valuation Date (i) and Calculation Time (v).</p>
Leveraged Strategy Closing	<p>means, for any Valuation Date(i), the Closing Level of the Leveraged Strategy as of such day (i), as such level may be adjusted in accordance with the paragraph titled</p>

Level or LSCL(i)	<p>"Extraordinary Strategy Adjustment for Performance Reasons" below.</p> <p>Subject to the occurrence of an Intraday Restrike Event (following which the Leveraged Strategy Closing Level will be determined in accordance with the paragraph titled "Extraordinary Strategy Adjustment for Performance Reasons" below), for each Valuation Date(i), the Leveraged Strategy Closing Level as of such Valuation Date(i) is calculated in accordance with the following formulae:</p> <p><u>On Valuation Date(0):</u></p> $\text{LSCL}(0) = \text{LSCLInitial}$ <p><u>On each subsequent Valuation Date(i):</u></p> $\text{LSCL}(i) = \text{LSCL}(i-1) \times (1 + \text{Rate}(i))^{\text{ACT}(i-1,i)-1} \times (\text{ERLSCL}(i) / \text{ERLSCL}(i-1) + \text{Rate}(i))$ <p>For the purposes of determining LSCL(i) on a Valuation Date immediately following an Intraday Restrike Event Reference Day, references to (i-1) in the formula of LSCL(i) above shall be deemed to be references to (i) (as defined in the paragraph titled "Extraordinary Strategy Adjustment for Performance Reasons" below).</p> <p>For each Valuation Date(i) and each Calculation Time(v), the Leveraged Strategy Level as of such Calculation Time(v) is calculated in accordance with the following formula:</p> $\text{LSL}(i,v) = \text{LSCL}(i-1) \times (1 + \text{Rate}(i-1))^{\text{ACT}(i-1,i)-1} \times (\text{ERLSL}(i,v) / \text{ERLSCL}(i-1) + \text{Rate}(i-1))$
Leveraged Strategy Level or LSL(i,v)	<p>means, for any Valuation Date(i) and any Calculation Time(v), the latest level of the Leveraged Strategy as of such Calculation Time(v), as such level may be adjusted in accordance with the paragraph titled "Extraordinary Strategy Adjustment for Performance Reasons" below.</p> <p>Subject to the occurrence of an Intraday Restrike Event (following which the Leveraged Strategy Level will be determined in accordance with the paragraph titled "Extraordinary Strategy Adjustment for Performance Reasons" below), for each Valuation Date(i) and each Calculation Time(v), the Leveraged Strategy Level as of such Calculation Time(v) is calculated in accordance with the following formula:</p> $\text{LSL}(i,v) = \text{LSCL}(i-1) \times (1 + \text{Rate}(i-1))^{\text{ACT}(i-1,i)-1} \times (\text{ERLSL}(i,v) / \text{ERLSCL}(i-1) + \text{Rate}(i-1))$
Rate or Rate(i)	<p>means, for each Valuation Date(i), an annual rate calculated as of such day in accordance with the following formula:</p> $\text{Rate}(i) = \text{CashRate}(i) - \% \text{MarginCost}(i)$
Rolling Date(s)	<p>means, in respect of each month, each period from a RollStartDate (included) up to following RollEndDate (included).</p>

Calculation Time	means with respect to the Underlying and a Valuation Time(i), any time between the TimeReferenceOpening and the TimeReferenceClosing, provided that the relevant data is available to enable the Calculation Agent to determine the Leveraged Strategy Level.
DayCount(i1 ; i2)	means the number of Valuation Dates between Valuation Date(i1) (included) and Valuation Date(i2) (included).
Underlying Level	Means in respect of Valuation Date(i) and a Calculation Time(v), the Benchmark Strategy Level as of such Valuation Date(i) and Calculation Time(v).

3.2.3.5.3 Extraordinary Strategy Adjustment for Performance Reasons

(i')	means the Intraday Restrike Event Reference Day which corresponds to the Intraday Restrike Event immediately preceding the Calculation Time(v).
CL (i',C)	Means, in respect of a contract (C): $CL(i',C) = CL(i',V_{REF}(v),C)$
CL(i(REF),C)	Means, in respect of a contract (C): (1) if i(REF) is an Intraday Restrike Event Reference Day and, then: $CL(i(REF),C) = CL(i'',v1,C)$ (2) or otherwise: $CSL(i(REF),C) = CSL(i'-1,C)$
Extraordinary Strategy Adjustment for Performance Reasons	<p>If the Calculation Agent determines that an Intraday Restrike Event has occurred at a Calculation Time(v) during a Valuation Date(i), an adjustment (an Extraordinary Strategy Adjustment for Performance Reasons) shall take place during such Valuation Date(i) in accordance with the following provisions.</p> <p>The real time calculation of the Leveraged Strategy shall be suspended during the Intraday Restrike Event Observation Period and resume within 15 minutes following the end of such Intraday Restrike Event Observation Period (the point of such resumption being the Calculation Resume Time and the day on which such resumption occurs being the Calculation Resume Day or CRD). For the purposes of the determination of Extraordinary Strategy Adjustment for Performance Reasons and the corresponding Leveraged Strategy Level, references to dates (i) shall be read as references to dates (CRD) where expressly indicated. Should the end of the Intraday Restrike Event Observation Period occur less than 15 minutes before the TimeReferenceClosing on the Intraday Restrike Event Reference Day, the Calculation Resume Time shall be the TimeReferenceClosing which immediately follows the end of the Intraday Restrike Event Observation Period.</p> <p>On each Calculation Resume Day, from the Calculation Resume Time, LSCL(CRD) and LSL(CRD,v) will be determined as follows:</p> <p>For each Calculation Time(v) during such Calculation Resume Day following the end of the Intraday Restrike Event Observation Period, the Leveraged Strategy Level is calculated according to the following formula:</p> $LSL(CRD,v) = LSL(i',V_{REF}(v)) \times (1 + Rate(i'-1))^{(ACT(i',CRD)-1)} \times (1 + Leverage \times ((CRW(i') \times CL(CRD,v,C_{Active}) + (1 - CRW(i')) \times CL(CRD,v,C_{NextActive}))/CRW(i'))$

	$\frac{x \text{ CSL}(i', C_{\text{Active}}) + (1 - \text{CRW}(i')) \times \text{CSL}(i', C_{\text{NextActive}}) - 1}{1 + \text{Rate}(i'-1)}$ <p>And at the TimeReferenceClosing of such Calculation Resume Day:</p> $\text{LSCL}(\text{CRD}) = \text{LSL}(i', V_{\text{REF}}(v)) \times (1 + \text{Rate}(i'))^{\text{ACT}(i', \text{CRD}) - 1} \times (1 + \text{Leverage} \times ((\text{CRW}(i') \times \text{CSL}(\text{CRD}, C_{\text{Active}}) + (1 - \text{CRW}(i')) \times \text{CSL}(\text{CRD}, C_{\text{NextActive}})) / (\text{CRW}(i') \times \text{CSL}(i', C_{\text{Active}}) + (1 - \text{CRW}(i')) \times \text{CSL}(i', C_{\text{NextActive}})) - 1) + \text{Rate}(i'))$
i(REF)	means the latest of the (1) Intraday Restrike Event Reference Day immediately preceding (i') in which case i(REF) is referred to as (i'') and the latest Intraday Restrike Event Reference Time on such Intraday Restrike Event Reference Day is referred to as (v1) (2) the Valuation Date which immediately precedes (i') in which case i(REF) is referred to as (i'-1).
Intraday Reference Level	means in respect of Valuation Date(i) and a Calculation Time(v), (1) the Underlying Level as of the last Intraday Restrike Event Reference Time preceding and excluding such Calculation Time(v) or (2) if no Intraday Restrike Event has occurred on such day, the Benchmark Strategy Closing Level on the immediately preceding Valuation Date.
Intraday Restrike Event	<p>If Leverage > 0:</p> <p>means in respect of a Valuation Date(i), the decrease at a Calculation Time(v) of the ratio of the Underlying Level to the Intraday Reference Level below the DailyRestrikePercentage of the relevant Intraday Reference Level at such Calculation Time.</p> <p>If Leverage < 0:</p> <p>means, in respect of a Valuation Date(i), the increase at a Calculation Time(v) of the ratio of the Underlying Level to the Intraday Reference Level above the DailyRestrikePercentage of the relevant Intraday Reference Level at such Calculation Time.</p>
Intraday Restrike Event Observation Period	<p>means in respect of an Intraday Restrike Event, the period starting on and excluding the Intraday Restrike Event Time and finishing on and including the time falling 15 minutes after the Intraday Restrike Event Time.</p> <p>Where, during such 15 minute period, the Calculation Agent determines that the Exchange is not open for continuous trading, the Intraday Restrike Event Observation Period will be extended to the extent necessary until the Exchange is open for continuous trading for an aggregate period of 15 minutes.</p> <p>If the Intraday Restrike Event Observation Period would not end by the TimeReferenceClosing: (1) such day will not be a Valuation Date for the purposes of determining any element of the Leveraged Strategy, except (a) for the purpose of calculating $\text{LSL}(i', V_{\text{REF}}(v))$ (and the constituent parts thereof) corresponding to the applicable Intraday Restrike Event and (b) for the purpose of calculating $\text{LSL}(i', V_{\text{REF}}(v))$ (and the constituent parts thereof) with respect to any previous Intraday Restrike Event that has occurred on such day, if any; and (2) such Intraday Restrike Event Observation Period shall be extended to the following Valuation Date to the extent necessary until the Calculation Agent determines that the Exchange is open for continuous trading for an aggregate period of 15 minutes.</p> <p>For the purpose of determining the Intraday Restrike Event Observation Period only, the Exchange shall not be considered to be open for continuous trading during its closing auction period (as provided under the rules of the Exchange).</p>
Intraday Restrike Event Reference Day	means, in respect of an Intraday Restrike Event Observation Period, the day on which the Intraday Restrike Event Reference Time occurs.

Intraday Restrike Event Reference Time	<p>[If Leverage > 0:]</p> <p>[means, in respect of an Intraday Restrike Event Observation Period, the Calculation Time on which the Leveraged Strategy Level reaches its lowest value during such period.]</p> <p>[If Leverage < 0:]</p> <p>[means, in respect of an Intraday Restrike Event Observation Period, the Calculation Time on which the Leveraged Strategy Level reaches its highest value during such period.]</p> <p>[the end of the Intraday Restrike Event Observation Period]</p>
Intraday Restrike Event Time	means in respect of an Intraday Restrike Event, the Calculation Time on which such event occurs.
LSL(i',V_{REF}(v))	<p>is calculated in accordance with the following formulae:</p> <p>(1) where, in respect of an Intraday Restrike Event, one or more Intraday Restrike Event Times have previously occurred with an Intraday Restrike Event Reference Time occurring on (i'), then (with the latest Intraday Restrike Event Reference Time, immediately preceding V_{REF}(v), being "v1"):</p> $LSL(i',V_{REF}(v)) = LSL(i',v1) \times (1 + \text{Leverage} \times ((CRW(i') \times CL(i', V_{REF}(v), C_{Active}) + (1 - CRW(i')) \times CL(i', V_{REF}(v), C_{NextActive}))/((CRW(i') \times CL(i', v1, C_{Active}) + (1 - CRW(i')) \times CL(i', v1, C_{NextActive})) - 1))$ <p>Where LSL(i',v1) is determined in accordance with Extraordinary Strategy Adjustment for Performance Reasons but with "V_{REF}(v)" replaced by "v1".</p> <p>(2) in circumstances other than those set out in (1):</p> $LSL(i',V_{REF}(v)) = LSLREF(i(REF)) \times (1 + \text{Leverage} \times ((CRW(i') \times CL(i', V_{REF}(v), C_{Active}) + (1 - CRW(i')) \times CL(i', V_{REF}(v), C_{NextActive}))/((CRW(i') \times CSL(i(REF), C_{Active}) + (1 - CRW(i')) \times CSL(i(REF), C_{NextActive})) - 1))$
LSLREF(i(REF))	means, if i(REF) is an Intraday Restrike Event Reference Day then LSL(i',v1); or otherwise LSCL(i'-1).
[CL(i', V_{REF}(v),C_{Active})]	[means the time weighted average price of the Active Future Contract during the Intraday Restrike Event Observation Period.]
[CL(i', V_{REF}(v),C_{NextActive})]	[means the time weighted average price of the Next Active Future Contract during the Intraday Restrike Event Observation Period.]
V_{REF}(v)	means the latest Intraday Restrike Event Reference Time preceding, and excluding, Calculation Time(v).

3.2.4 Fixed Leverage Bear – Multiplicative Formula

If the applicable Final Terms specify that "Reference of the Product" is 3.2.4, the following applies:

3.2.4.0 Product Description

- This Product may be subject to Event-linked Early Expiration:
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price relies on the then level of the Leveraged Strategy.

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is determined on the basis of the level of the Leveraged Strategy.

The strategy to which the performance of the Warrant is linked is the **Leveraged Strategy** which consists of leveraged short exposure to the Underlying with a leverage factor (**Leverage**) and a hypothetical money market instrument.

The notional exposure of the Leveraged Strategy to the Underlying is revised on each Valuation Date in order to take into account the Leveraged Strategy Closing Level as of the previous Valuation Date, as further described hereinafter.

3.2.4.1 Event-linked Early Expiration: Applicable

Early Expiration Event is deemed to have occurred, if on any Valuation Date(i), LSCL(i) [is lower] [is higher] than [or equal to] BarrierLevelAutocall(i).

Early Settlement Price(i) = Notional Amount x Product Formula(i)

Product Formula(i) = BaseSettlementLevel_FSP + (1 / BaseAmount) x Max(InitialValue x (FX(0) / FX(RVD(i))) x (LSCL(RVD(i)) / LSCL(0)) x Hedging Fees Factor(i);0)

3.2.4.2 Final Settlement Price:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP + (1 / BaseAmount) x Max(InitialValue x (FX(0) / FX(T)) x (LSCL(T) / LSCL(0)) x Hedging Fees Factor(T);0)

3.2.4.3 Variable Data:

BarrierLevelAutocall
BaseAmount
BaseCurrency
BaseSettlementLevel_ESP
BaseSettlementLevel_FSP
DailyRestrikePercentage
DayCountBasisCommission
DayCountBasisRate
FXSource
FXSourceFixingTime
InitialValue
Leverage
LeveragedStrategyCurrency
LSCLInitial
RateOvernight
RateOvernightScreenPage
TimeReferenceClosing
TimeReferenceOpening

The Variable Data are defined under Condition 5.4 herein.

3.2.4.4 Applicable Rates:

%CollatCostRate
 %CommissionRate
 %DistRate
 %GapPremiumRate
 %QuantoRate
 %RepoRate

The Applicable Rates are defined under Condition 3.2.0 herein.

3.2.4.5 Specific Definition(s):

3.2.4.5.1 Specific Definitions relating to the determination of the Product Formula

ACT(i-1;i)	Means the number of calendar days between the Valuation Date(i-1) (included) and the Valuation Date(i) (excluded)
FX(i)	means, for any Valuation Date(i), the spot exchange rate as of the FXSourceFixingTime to convert the BaseCurrency into the LeveragedStrategyCurrency in respect of such Valuation Date(i), as published by the FXSource, or any successor thereto. If no such rate is available on such Valuation Date(i), FX(i) shall be the first available spot exchange rate as of the FXSourceFixingTime to convert the BaseCurrency into the LeveragedStrategyCurrency following such day, as published by the FXSource, or any successor thereto.
Hedging Fees Factor(i) (i from 1 to T)	means: $\text{Product}(\text{for } t \text{ from } 1 \text{ to } i) (1 - (\% \text{CommissionRate}(t-1) + \% \text{GapPremiumRate}(t-1) + \% \text{CollatCostRate}(t-1) + \% \text{QuantoRate}(t-1))) \times (\text{ACT}(t-1;t) / \text{DayCountBasisCommission}))$

3.2.4.5.2 Specific Definitions relating to the Leveraged Strategy

AdjPrice(i-1)	is determined, for each Valuation Date(i), according to the following formula: $\text{Price}(i-1) - \% \text{DistRate}(i) \times \text{Dist}(i)$
CashRate or CashRate(i)	means, for each Valuation Date(i): (3) the level of the RateOvernight for such Valuation Date(i); or (4) the last available level displayed of RateOvernight, if a level of RateOvernight dated as of such Valuation Date(i), in both cases as determined by the Calculation Agent provided that if in the case of (2) above RateOvernight is not displayed on the RateOvernightScreenPage (or, if applicable, any successor service or page used by the Calculation Agent for the purpose of ascertaining such rate) for a period of more than 7 Valuation Dates and such rate is, in the opinion of the Calculation Agent, reasonably expected to be discontinued (such rate then being the " Discontinued Rate ") then the Calculation Agent shall determine CashRate(i) (a) by selecting a successor rate for such Discontinued Rate which offers similar economic characteristics to the Discontinued Rate or, if the Calculation Agent determines that no such successor rate exists, (b) on the basis of the cost that Société Générale would charge or be

	charged to borrow cash in the LeveragedStrategyCurrency on an overnight basis.
Leveraged Strategy Closing Level or LSCL(i)	<p>means, for any Valuation Date(i), the Closing Level of the Leveraged Strategy as of such day (i), as such level may be adjusted in accordance with the terms of Condition 3.2.4.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants.</p> <p>Subject to the occurrence of an Intraday Restrike Event (following which the Leveraged Strategy Closing Level will be determined in accordance with Condition 3.2.4.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants), for each Valuation Date(i), the Leveraged Strategy Closing Level as of such Valuation Date(i) is calculated in accordance with the following formulae:</p> <p><u>on Valuation Date(0):</u></p> $\text{LSCL}(0) = \text{LSCLInitial}$ <p><u>on each subsequent Valuation Date(i):</u></p> $\text{LSCL}(i) = \text{Max}(\text{LSCL}(i-1) \times (1 + \text{Leverage} \times ((\text{Price}(i) / \text{AdjPrice}(i-1)) - 1) + (1 - \text{Leverage}) \times \text{Rate}(i-1) \times \text{ACT}(i-1,i) / \text{DayCountBasisRate}), 0)$ <p>For the purposes of determining LSCL(i) on a Valuation Date immediately following an Intraday Restrike Event Reference Day, references to (i-1) in the formula of LSCL(i) above shall be deemed to be references to (i') (as defined in Condition 3.2.4.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants).</p>
Leveraged Strategy Level or LSL(i,v)	<p>means, for any Valuation Date(i) and any Calculation Time(v), the latest level of the Leveraged Strategy as of such Calculation Time(v), as such level may be adjusted in accordance with the terms of Condition 3.2.4.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants.</p> <p>Subject to the occurrence of an Intraday Restrike Event (following which the Leveraged Strategy Level will be determined in accordance with Condition 3.2.4.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants), for each Valuation Date(i) and each Calculation Time(v), the Leveraged Strategy Level as of such Calculation Time(v) is calculated in accordance with the following formula:</p> $\text{LSL}(i,v) = \text{Max}(\text{LSCL}(i-1) \times (1 + \text{Leverage} \times ((\text{Price}(i,v) / \text{AdjPrice}(i-1)) - 1) + (1 - \text{Leverage}) \times \text{Rate}(i-1) \times \text{ACT}(i-1,i) / \text{DayCountBasisRate}), 0)$
Rate or Rate(i)	means, for each Valuation Date(i), an annual rate calculated as of such day in accordance with the following formula:

	$\text{Rate}(i) = \text{CashRate}(i) - (\text{Leverage} / (\text{Leverage} - 1)) \times \% \text{RepoRate}(i)$
Price(i)	means, in respect of each Valuation Date(i), the Reference Price of the Underlying as of such Valuation Date(i), subject to the adjustments and provisions of the Additional Terms and Conditions relating to such Underlying.
Price(i,v)	<p>means, in respect of each Valuation Date(i) and Calculation Time(v),</p> <p><i>[If the Underlying is a Share, an Index, a Depositary Receipt (DR), an Exchange Traded Fund (ETF), a Foreign Exchange Rate, a Commodity, or a Commodity Index]</i></p> <p>[the Intraday Price of the Underlying as of such Valuation Date(i) and Calculation Time(v).]</p> <p><i>[For any other type of Underlying]</i></p> <p>[the latest available price, level or rate (as the case may be) of the Underlying published on the relevant [Exchange] [Price Source] <i>[provide details on relevant source]</i> as of such Valuation Date (i) and Calculation Time (v).]</p>
Calculation Time	means with respect to the Underlying, any time between the TimeReferenceOpening and the TimeReferenceClosing, provided that the relevant data is available to enable the Calculation Agent to determine the Leveraged Strategy Level.

3.2.4.5.3 Distributions and corporate actions affecting the Underlying: Specific Definitions

Dist(i)	means Dist(i-1, i)
Underlying Distributions, or Dist(i1,i2)	<p>means, for any dates (i1) and (i2), the sum of all Gross Ordinary Distributions paid in respect of the Underlying, which have an ex date between (i1) (excluded) and (i2) (included).</p> <p>[If such Gross Ordinary Distribution is not denominated in the currency of the Underlying, this Gross Ordinary Distribution will be converted into such currency by the Calculation Agent using the latest available spot exchange rate as of the FXSourceFixingTime as published on the Valuation Date immediately preceding the relevant Valuation Date(i) by the FXSource. If no such rate is available on the Valuation Date immediately preceding such Valuation Date(i), such rate shall be the first available spot exchange rate as of the FXSourceFixingTime to convert such Gross Ordinary Distribution into the Currency of the Underlying following such Valuation Date(i), as published by the FXSource, or any successor service or page used by the Calculation Agent for the purposes of ascertaining such rate.]</p>

3.2.4.5.4 Extraordinary Strategy Adjustment for Performance Reasons

(i')	means the Intraday Restrike Event Reference Day which corresponds to the Intraday Restrike Event immediately preceding the Calculation Time(v).
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AdjPrice(i')	<p>is determined according to the following formula:</p> $\text{AdjPrice}(i') = \text{Price}(i', V_{\text{REF}}(v)) - \% \text{DistRate}(\text{CRD}) \times \text{Dist}(i', \text{CRD})$
AdjPrice(i(REF))	<p>means:</p> <p>(1) if i(REF) is an Intraday Restrike Event Reference Day, then:</p> $\text{AdjPrice}(i(\text{REF})) = \text{Price}(i'', v1) - \% \text{DistRate}(i') \times \text{Dist}(i'', i')$ <p>(2) or otherwise:</p> $\text{AdjPrice}(i(\text{REF})) = \text{Price}(i'-1) - \% \text{DistRate}(i') \times \text{Dist}(i'-1, i')$
Extraordinary Strategy Adjustment for Performance Reasons	<p>If the Calculation Agent determines that an Intraday Restrike Event has occurred at a Calculation Time(v) during a Valuation Date(i), an adjustment (an Extraordinary Strategy Adjustment for Performance Reasons) shall take place during such Valuation Date(i) in accordance with the following provisions.</p> <p>The real time calculation of the Leveraged Strategy shall be suspended during the Intraday Restrike Event Observation Period and resume in accordance with Condition 3.2.4.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants within 15 minutes following the end of such Intraday Restrike Event Observation Period (the point of such resumption being the Calculation Resume Time and the day on which such resumption occurs being the Calculation Resume Day or CRD). Should the end of the Intraday Restrike Event Observation Period occur less than 15 minutes before the TimeReferenceClosing on the Intraday Restrike Event Reference Day, the Calculation Resume Time shall be the TimeReferenceClosing which immediately follows the end of the Intraday Restrike Event Observation Period.</p> <p>On each Calculation Resume Day, from the Calculation Resume Time, LSCL(CRD) and LSL(CRD,v) will be determined as follows:</p> <p>For each Calculation Time(v) during such Calculation Resume Day following the end of the Intraday Restrike Event Observation Period, the Leveraged Strategy is calculated according to the following formula:</p> $\text{LSL}(\text{CRD}, v) = \text{LSL}(i', V_{\text{REF}}(v)) \times (1 + \text{Leverage} \times ((\text{Price}(\text{CRD}, v) / \text{AdjPrice}(i')) - 1) + (1 - \text{Leverage}) \times \text{Rate}(i') \times \text{ACT}(i', \text{CRD}) / \text{DayCountBasisRate})$ <p>and at the TimeReferenceClosing of such Calculation Resume Day:</p> $\text{LSCL}(\text{CRD}) = \text{LSL}(i', V_{\text{REF}}(v)) \times (1 + \text{Leverage} \times ((\text{Price}(\text{CRD}) / \text{AdjPrice}(i')) - 1) + (1 - \text{Leverage}) \times \text{Rate}(i') \times \text{ACT}(i', \text{CRD}) / \text{DayCountBasisRate})$
i(REF)	<p>means the latest of (1) the Intraday Restrike Event Reference Day immediately preceding (i') in which case i(REF) is referred to as (i'') and the latest Intraday</p>

	<p>Restrike Event Reference Time on such Intraday Restrike Event Reference Day is referred to as (v1) and (2) the Valuation Date which immediately precedes (i') in which case i(REF) is referred to as (i'-1).</p>
Intraday Reference Level	<p>means, in respect of Valuation Date(i) and a Calculation Time(v), the Underlying level as of (1) the last Intraday Restrike Event Reference Time preceding and excluding such Calculation Time(v) or (2) if no Intraday Restrike Event has occurred on such day, the closing level of the Underlying on the immediately preceding Valuation Date.</p>
Intraday Restrike Event	<p>means, in respect of a Valuation Date(i), the increase at a Calculation Time(v) of the Underlying level above the DailyRestrikePercentage of the relevant Intraday Reference Level at such Calculation Time.</p>
Intraday Restrike Event Observation Period	<p>means in respect of an Intraday Restrike Event, the period starting on and excluding the Intraday Restrike Event Time and finishing on and including the time falling 15 minutes after the Intraday Restrike Event Time.</p> <p>Where, during such 15 minute period, the Calculation Agent determines that (1) (if the Underlying is an Index or a SGI Index) the level of the Underlying is not disseminated by the Underlying Sponsor or, the Underlying Calculation Agent, as the case may be or (2) (for any type of Underlying including, for the avoidance of doubt, an Index or a SGI Index) the Exchange or the Related Exchange is not open for continuous trading, the Intraday Restrike Event Observation Period will be extended to the extent necessary until (1) (if the Underlying is an Index or a SGI Index) the level of the Underlying is calculated and disseminated by the Underlying Sponsor or the Underlying Calculation Agent, as the case may be and (2) (for any type of Underlying including, for the avoidance of doubt, an Index or a SGI Index) the Exchange and the Related Exchange are open for continuous trading for an aggregate period of 15 minutes.</p> <p>If the Intraday Restrike Event Observation Period would not end by the TimeReferenceClosing: (1) such day will not be a Valuation Date for the purposes of determining any element of the Leveraged Strategy, except (a) for the purpose of calculating $LSL(i', v_{REF}(v))$ and $AdjPrice(i')$ (and the constituent parts thereof) corresponding to the applicable Intraday Restrike Event and (b) for the purpose of calculating $LSL(i', v_{REF}(v))$ and $AdjPrice(i')$ (and the constituent parts thereof) with respect to any previous Intraday Restrike Event that has occurred on such day, if any; and (2) such Intraday Restrike Event Observation Period shall be extended to the following Valuation Date to the extent necessary until the Calculation Agent determines that (a) (if the Underlying is an Index or a SGI Index) the level of the Underlying is calculated and disseminated by the Underlying Sponsor or, the Underlying Calculation Agent, as the case may be and (b) (for any type of Underlying including, for the avoidance of doubt, an Index or a SGI Index) the Exchange and the Related Exchange are open for continuous trading for an aggregate period of 15 minutes.</p> <p>For the purpose of determining the Intraday Restrike Event Observation Period only, the Exchange shall not be considered to be open for continuous trading</p>

	during its closing auction period (as provided under the rules of the Exchange).
Intraday Restrike Event Reference Day	means, in respect of an Intraday Restrike Event Observation Period, the day on which the Intraday Restrike Event Reference Time occurs.
Intraday Restrike Event Reference Time	Means[, in respect of an Intraday Restrike Event Observation Period, the Calculation Time on which the Leveraged Strategy Level reaches its lowest value during such period] [the end of the Intraday Restrike Event Observation Period].
Intraday Restrike Event Time	means in respect of an Intraday Restrike Event, the Calculation Time on which such event occurs.
LSL(i',V_{REF}(v))	<p>is calculated in accordance with the following formulae:</p> <p>(3) where, in respect of an Intraday Restrike Event, one or more Intraday Restrike Event Times have previously occurred with an Intraday Restrike Event Reference Time occurring on (i'), then (with the latest Intraday Restrike Event Reference Time, immediately preceding V_{REF}(v), being "v1"):</p> $LSL(i',V_{REF}(v)) = LSL(i',v1) \times (1 + \text{Leverage} \times ((\text{Price}(i',V_{REF}(v)) / \text{Price}(i',v1)) - 1))$ <p>Where LSL(i',v1) is determined in accordance with Condition 3.2.4.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants but with "V_{REF}(v)" replaced by "v1".</p> <p>(4) in circumstances other than those set out in (1):</p> $LSL(i',V_{REF}(v)) = LSLREF(i(REF)) \times (1 + \text{Leverage} \times ((\text{Price}(i',V_{REF}(v)) / \text{AdjPrice}(i(REF))) - 1) + (1 - \text{Leverage}) \times \text{Rate}(i(REF)) \times (\text{ACT}(i(REF),i') / \text{DayCountBasisRate}))$
LSLREF(i(REF))	means, if i(REF) is an Intraday Restrike Event Reference Day then LSL(i'',v1); or otherwise LSCL(i'-1).
[Price(i',V_{REF}(v))]	[means the time weighted average price of the Underlying during the Intraday Restrike Event Observation Period.]
V_{REF}(v)	means the latest Intraday Restrike Event Reference Time preceding, and excluding, Calculation Time(v).

3.2.5 Fixed Leverage Bull – Multiplicative Formula

If the applicable Final Terms specify that "*Reference of the Product*" is 3.2.5, the following applies:

3.2.5.0 Product Description

- This Product may be subject to Event-linked Early Expiration:

- If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price relies on the then level of the Leveraged Strategy.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is determined on the basis of the level of the Leveraged Strategy.

The strategy to which the performance of the Warrant is linked is the Leveraged Strategy which consists of leveraged exposure to the Underlying with a leverage factor "**Leverage**" and a hypothetical money market instrument.

The notional exposure of the Leveraged Strategy to the Underlying is revised on each Valuation Date in order to take into account the Leveraged Strategy Closing Level as of the previous Valuation Date, as further described hereinafter.

3.2.5.1 Event-linked Early Expiration: Applicable

Early Expiration Event is deemed to have occurred, if on any Valuation Date(i), LSCL(i) [is lower] [is higher] than [or equal to] BarrierLevelAutocall(i).

Early Settlement Price(i) = Notional Amount x Product Formula(i)

Product Formula(T) = BaseSettlementLevel_FSP + (1 / BaseAmount) x Max(InitialValue x (FX(0) / FX(RVD(i))) x (LSCL(RVD(i)) / LSCL(0)) x Hedging Fees Factor(i);0)

3.2.5.2 Final Settlement Price:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP + (1 / BaseAmount) x Max(InitialValue x (FX(0) / FX(T)) x (LSCL(T) / LSCL(0)) x Hedging Fees Factor(T);0)

3.2.5.3 Variable Data:

BarrierLevelAutocall
BaseAmount
BaseCurrency
BaseSettlementLevel_ESP
BaseSettlementLevel_FSP
DailyRestrikePercentage
DayCountBasisCommission
DayCountBasisRate
FXSource
FXSourceFixingTime
InitialValue
Leverage
LeveragedStrategyCurrency
LSCLInitial
RateOvernight
RateOvernightScreenPage
TimeReferenceClosing
TimeReferenceOpening

The Variable Data are defined under Condition 5.4 herein.

3.2.5.4 Applicable Rates:

%CollatCostRate
 %CommissionRate
 %DistRate
 %GapPremiumRate
 %QuantoRate
 %SpreadLevel

The Applicable Rates are defined under Condition 3.2.0 herein.

3.2.5.5 Specific Definition(s):

3.2.5.5.1 Specific Definitions relating to the determination of the Product Formula

ACT(i-1;i)	Means the number of calendar days between the Valuation Date(i-1) (included) and the Valuation Date(i) (excluded)
FX(i)	means, for any Valuation Date(i), the spot exchange rate as of the FXSourceFixingTime to convert the BaseCurrency into the LeveragedStrategyCurrency in respect of such Valuation Date(i), as published by the FXSource, or any successor thereto. If no such rate is available on such Valuation Date(i), FX(i) shall be the first available spot exchange rate as of the FXSourceFixingTime to convert the BaseCurrency into the LeveragedStrategyCurrency following such day, as published by the FXSource, or any successor thereto.
Hedging Fees Factor(i) (i from 1 to T)	means: $\text{Product}(\text{for } t \text{ from } 1 \text{ to } i) \left(1 - (\% \text{CommissionRate} + \% \text{GapPremiumRate}(t) + \% \text{CollatCostRate}(i) + \% \text{QuantoRate}(i)) \times (\text{ACT}(t-1;t)) / \text{DayCountBasisCommission} \right)$

3.2.5.5.2 Specific Definitions relating to the Leveraged Strategy

AdjPrice(i-1)	is determined, for each Valuation Date(i), according to the following formula: $\text{Price}(i-1) - \% \text{DistRate}(i) \times \text{Dist}(i)$
CashRate or CashRate(i)	means, for each Valuation Date(i): (3) the level of the RateOvernight for such Valuation Date(i); or (4) the last available level displayed of RateOvernight, if a level of RateOvernight dated as of such Valuation Date(i), in both cases as determined by the Calculation Agent provided that if in the case of (2) above RateOvernight is not displayed on the RateOvernightScreenPage (or, if applicable, any successor service or page used by the Calculation Agent for the purpose of ascertaining such rate) for a period of more than 7 Valuation Dates and such rate is, in the opinion of the Calculation Agent, reasonably expected to be discontinued (such rate then being the " Discontinued Rate ") then the Calculation Agent shall determine CashRate(i) (a) by selecting a successor rate for such Discontinued Rate which offers similar economic characteristics to the Discontinued Rate or, if the Calculation Agent determines that no such successor

	rate exists, (b) on the basis of the cost that Société Générale would charge or be charged to borrow cash in the LeveragedStrategyCurrency on an overnight basis.
Leveraged Strategy Closing Level or LSCL(i)	<p>means, for any Valuation Date(i), the Closing Level of the Leveraged Strategy as of such day (i), as such level may be adjusted in accordance with the terms of Condition 3.2.5.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants.</p> <p>Subject to the occurrence of an Intraday Restrike Event (following which the Leveraged Strategy Closing Level will be determined in accordance with Condition 3.2.5.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants), for each Valuation Date(i), the Leveraged Strategy Closing Level as of such Valuation Date(i) is calculated in accordance with the following formulae:</p> <p><u>On Valuation Date(0):</u></p> $\text{LSCL}(0) = \text{LSCLInitial}$ <p><u>On each subsequent Valuation Date(i):</u></p> $\text{LSCL}(i) = \text{Max}(\text{LSCL}(i-1) \times (1 + \text{Leverage} \times ((\text{Price}(i) / \text{AdjPrice}(i-1)) - 1) + (1 - \text{Leverage}) \times \text{Rate}(i-1) \times \text{ACT}(i-1,i) / \text{DayCountBasisRate}), 0)$ <p>For the purposes of determining LSCL(i) on a Valuation Date immediately following an Intraday Restrike Event Reference Day, references to (i-1) in the formula of LSCL(i) above shall be deemed to be references to (i') (as defined in Condition 3.2.5.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants).</p>
Leveraged Strategy Level or LSL(i,v)	<p>means, for any Valuation Date(i) and any Calculation Time(v), the latest level of the Leveraged Strategy as of such Calculation Time(v), as such level may be adjusted in accordance with the terms of Condition 3.2.5.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants.</p> <p>Subject to the occurrence of an Intraday Restrike Event (following which the Leveraged Strategy Level will be determined in accordance with Condition 3.2.5.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants), for each Valuation Date(i) and each Calculation Time(v), the Leveraged Strategy Level as of such Calculation Time(v) is calculated in accordance with the following formula:</p> $\text{LSL}(i,v) = \text{Max}(\text{LSCL}(i-1) \times (1 + \text{Leverage} \times ((\text{Price}(i,v) / \text{AdjPrice}(i-1)) - 1) + (1 - \text{Leverage}) \times \text{Rate}(i-1) \times \text{ACT}(i-1,i) / \text{DayCountBasisRate}), 0)$
Rate or Rate(i)	<p>means, for each Valuation Date(i), an annual rate calculated as of such day in accordance with the following formula:</p> $\text{Rate}(i) = \text{CashRate}(i) + \% \text{SpreadLevel}(i)$

Price(i)	means, in respect of each Valuation Date(i), the Reference Price of the Underlying as of such Valuation Date(i), subject to the adjustments and provisions of the Additional Terms and Conditions relating to such Underlying.
Price(i,v)	<p>means, in respect of each Valuation Date(i) and Calculation Time(v),</p> <p><i>[If the Underlying is a Share, an Index, a Depositary Receipt (DR), an Exchange Traded Fund (ETF), a Foreign Exchange Rate, a Commodity, or a Commodity Index]</i></p> <p>[the Intraday Price of the Underlying as of such Valuation Date(i) and Calculation Time(v).]</p> <p><i>[For any other type of Underlying]</i></p> <p>[the latest available price, level or rate (as the case may be) of the Underlying published on the relevant [Exchange] [Price Source][provide details on relevant source] as of such Valuation Date (i) and Calculation Time (v).]</p>
Calculation Time	means with respect to the Underlying, any time between the TimeReferenceOpening and the TimeReferenceClosing, provided that the relevant data is available to enable the Calculation Agent to determine the Leveraged Strategy Level.

3.2.5.5.3 Distributions and corporate actions affecting the Underlying: Specific Definitions

Dist(i)	means Dist(i-1, i)
Underlying Distributions, or Dist(i1,i2)	<p>means, for any dates (i1) and (i2), the sum of all Gross Ordinary Distributions, paid in respect of the Underlying, which have an ex date between (i1) (excluded) and (i2) (included).</p> <p>[If such Gross Ordinary Distribution is not denominated in the currency of the Underlying, this Gross Ordinary Distribution will be converted into such currency by the Calculation Agent using the latest available spot exchange rate as of the FXSourceFixingTime as published on the Valuation Date immediately preceding the relevant Valuation Date(i) by the FXSource. If no such rate is available on the Valuation Date immediately preceding such Valuation Date(i), such rate shall be the first available spot exchange rate as of the FXSourceFixingTime to convert such Gross Ordinary Distribution into the Currency of the Underlying following such Valuation Date(i), as published by the FXSource, or any successor service or page used by the Calculation Agent for the purposes of ascertaining such rate.]</p>

3.2.5.5.4 Extraordinary Strategy Adjustment for Performance Reasons

(i')	means the Intraday Restrike Event Reference Day which corresponds to the Intraday Restrike Event immediately preceding the Calculation Time(v).
AdjPrice(i')	<p>is determined according to the following formula:</p> $\text{AdjPrice}(i') = \text{Price}(i', V_{\text{REF}}(v)) - \% \text{DistRate}(\text{CRD}) \times \text{Dist}(i', \text{CRD})$

AdjPrice(i(REF))	<p>means,</p> <p>(1) if i(REF) is an Intraday Restrike Event Reference Day; then</p> $\text{AdjPrice}(i(\text{REF})) = \text{Price}(i'', v1) - \% \text{DistRate}(i') \times \text{Dist}(i'', i')$ <p>otherwise:</p> <p>(2) $\text{AdjPrice}(i(\text{REF})) = \text{Price}(i'-1) - \% \text{DistRate}(i') \times \text{Dist}(i'-1, i')$.</p>
Extraordinary Strategy Adjustment for Performance Reasons	<p>If the Calculation Agent determines that an Intraday Restrike Event has occurred at a Calculation Time(v) during a Valuation Date(i), an adjustment (an Extraordinary Strategy Adjustment for Performance Reasons) shall take place during such Valuation Date(i) in accordance with the following provisions.</p> <p>The real time calculation of the Leveraged Strategy shall be suspended during the Intraday Restrike Event Observation Period and resume in accordance with Condition 3.2.5.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants within 15 minutes following the end of such Intraday Restrike Event Observation Period (the point of such resumption being the Calculation Resume Time and the day on which such resumption occurs being the Calculation Resume Day or CRD). Should the end of the Intraday Restrike Event Observation Period occur less than 15 minutes before the TimeReferenceClosing on the Intraday Restrike Event Reference Day, the Calculation Resume Time shall be the TimeReferenceClosing which immediately follows the end of the Intraday Restrike Event Observation Period.</p> <p>On each Calculation Resume Day, from the Calculation Resume Time, LSCL(CRD) and LSL(CRD,v) will be determined as follows:</p> <p>For each Calculation Time(v) during such Calculation Resume Day following the end of the Intraday Restrike Event Observation Period, the Leveraged Strategy is calculated according to the following formula:</p> $\text{LSL}(\text{CRD}, v) = \text{LSL}(i', V_{\text{REF}}(v)) \times (1 + \text{Leverage} \times ((\text{Price}(\text{CRD}, v) / \text{AdjPrice}(i'')) - 1) + (1 - \text{Leverage}) \times \text{Rate}(i') \times \text{ACT}(i', \text{CRD}) / \text{DayCountBasisRate})$ <p>And at the TimeReferenceClosing of such Calculation Resume Day:</p> $\text{LSCL}(\text{CRD}) = \text{LSL}(i', V_{\text{REF}}(v)) \times (1 + \text{Leverage} \times ((\text{Price}(\text{CRD}) / \text{AdjPrice}(i'')) - 1) + (1 - \text{Leverage}) \times \text{Rate}(i') \times \text{ACT}(i', \text{CRD}) / \text{DayCountBasisRate})$
i(REF)	<p>means the latest of (1) the Intraday Restrike Event Reference Day immediately preceding (i') in which case i(REF) is referred to as (i'') and the latest Intraday Restrike Event Reference Time on such Intraday Restrike Event Reference Day is referred to as (v1) and (2) the Valuation Date which immediately precedes (i') in which case i(REF) is referred to as (i'-1).</p>
Intraday Reference Level	<p>means in respect of Valuation Date(i) and a Calculation Time(v), the Underlying level as of (1) the last Intraday Restrike Event Reference Time preceding and excluding such Calculation Time(v) or (2) if no Intraday Restrike Event has occurred on such day, the closing level of the Underlying on the immediately preceding Valuation Date.</p>

Intraday Restrike Event	means in respect of a Valuation Date(i), the decrease at a Calculation Time(v) of the Underlying level below the DailyRestrikePercentage of the relevant Intraday Reference Level at such Calculation Time.
Intraday Restrike Event Observation Period	<p>means in respect of an Intraday Restrike Event, the period starting on and excluding the Intraday Restrike Event Time and finishing on and including the time falling 15 minutes after the Intraday Restrike Event Time.</p> <p>Where, during such 15 minute period, the Calculation Agent determines that (1) (if the Underlying is an Index or a SGI Index) the level of the Underlying is not disseminated by the Underlying Sponsor or, the Underlying Calculation Agent, as the case may be or (2) (for any type of Underlying including, for the avoidance of doubt, an Index or a SGI Index) the Exchange or the Related Exchange is not open for continuous trading, the Intraday Restrike Event Observation Period will be extended to the extent necessary until (1) (if the Underlying is an Index or a SGI Index) the level of the Underlying is calculated and disseminated by the Underlying Sponsor or, the Underlying Calculation Agent, as the case may be and (2) (for any type of Underlying including, for the avoidance of doubt, an Index or a SGI Index) the Exchange and the Related Exchange are open for continuous trading for an aggregate period of 15 minutes.</p> <p>If the Intraday Restrike Event Observation Period would not end by the TimeReferenceClosing: (1) such day will not be a Valuation Date for the purposes of determining any element of the Leveraged Strategy, except (a) for the purpose of calculating $LSL(i', v_{REF}(v))$ and $AdjPrice(i')$ (and the constituent parts thereof) corresponding to the applicable Intraday Restrike Event and (b) for the purpose of calculating $LSL(i', v_{REF}(v))$ and $AdjPrice(i')$ (and the constituent parts thereof) with respect to any previous Intraday Restrike Event that has occurred on such day, if any; and (2) such Intraday Restrike Event Observation Period shall be extended to the following Valuation Date to the extent necessary until the Calculation Agent determines that (a) (if the Underlying is an Index or a SGI Index) the level of the Underlying is calculated and disseminated by the Underlying Sponsor or, the Underlying Calculation Agent, as the case may be and (b) (for any type of Underlying including, for the avoidance of doubt, an Index or a SGI Index) the Exchange and the Related Exchange are open for continuous trading for an aggregate period of 15 minutes.</p> <p>For the purpose of determining the Intraday Restrike Event Observation Period only, the Exchange shall not be considered to be open for continuous trading during its closing auction period (as provided under the rules of the Exchange).</p>

Intraday Restrike Event Reference Day	means in respect of an Intraday Restrike Event Observation Period, the day on which the Intraday Restrike Event Reference Time occurs.
Intraday Restrike Event Reference Time	means [in respect of an Intraday Restrike Event Observation Period, the Calculation Time on which the Leveraged Strategy Level reaches its lowest value during such period][the end of the Intraday Restrike Event Observation Period].
Intraday Restrike Event Time	means in respect of an Intraday Restrike Event, the Calculation Time on which such event occurs.
LSL(i',V_{REF}(v))	<p>is calculated in accordance with the following formulae:</p> <p>(1) where, in respect of an Intraday Restrike Event, one or more Intraday Restrike Event Times have previously occurred with an Intraday Restrike Event Reference Time occurring on (i'), then (with the latest Intraday Restrike Event Reference Time immediately preceding V_{REF}(v) being "v1"):</p> $LSL(i',V_{REF}(v)) = LSL(i',v1) \times (1 + \text{Leverage} \times ((\text{Price}(i',V_{REF}(v)) / \text{Price}(i',v1)) - 1))$ <p>Where LSL(i',v1) is determined in accordance with Condition 3.2.5.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants but with "V_{REF}(v)" replaced by "v1".</p> <p>(2) In circumstances other than those set out in (1):</p> $LSL(i',V_{REF}(v)) = LSLREF(i(REF)) \times (1 + \text{Leverage} \times ((\text{Price}(i',V_{REF}(v)) / \text{AdjPrice}(i(REF))) - 1) + (1 - \text{Leverage}) \times \text{Rate}(i(REF)) \times (\text{ACT}(i(REF),i') / \text{DayCountBasisRate}))$
LSLREF(i(REF))	means, if i(REF) is an Intraday Restrike Event Reference Day; then LSL(i'',v1); or otherwise LSCL(i'-1).
[Price(i',V_{REF}(v))]	[means the time weighted average price of the Underlying during the Intraday Restrike Event Observation Period.]
V_{REF}(v)	means the latest Intraday Restrike Event Reference Time preceding, and excluding, Calculation Time(v).

3.2.6 Fixed Leverage on Futures - Methodology 2

If the applicable Final Terms specify that "Reference of the Product" is 3.2.6, the following applies:

3.2.6.0 Product Description

- This Product may be subject to Event-linked Early Expiration:
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price relies on the then level of the Leveraged Strategy.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is determined on the basis of the level of the Leveraged Strategy.

The strategy to which the performance of the Warrant is linked is the **Leveraged Strategy** which consists of leveraged exposure to the price of the future contract with a Leverage factor "**Leverage**" and a hypothetical money market instrument.

The notional exposure of the Leveraged Strategy to the price of the future contract is revised on each Valuation Date in order to take into account the Leveraged Strategy Closing Level as of the previous Valuation Date, as further described hereinafter.

3.2.6.1 Event-linked Early Expiration: Applicable

Early Expiration Event is deemed to have occurred, if on any Valuation Date(i), LSCL(i) [is lower] [is higher] than [or equal to] BarrierLevelAutocall(i).

Early Settlement Price(i) = Notional Amount x Product Formula(i)

Product Formula(i) = BaseSettlementLevel_FSP + (1 / BaseAmount) x Max(InitialValue x (FX(0) / FX(RVD(i))) x (LSCL(RVD(i)) / LSCL(0)) x Hedging Fees Factor(i);0)

3.2.6.2 Final Settlement Price:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP + (1 / BaseAmount) x Max(InitialValue x (FX(0) / FX(T)) x (LSCL(T) / LSCL(0)) x Hedging Fees Factor(T);0)

3.2.6.3 Variable Data:

BarrierLevelAutocall
BaseAmount
BaseCurrency
BaseSettlementLevel_ESP
BaseSettlementLevel_FSP
BSCLInitial
ContractTable1
ContractTable2
DailyRestrikePercentage
DayCountBasisCommission
DayCountBasisRate
FXSource
InitialValue
Leverage
LeveragedStrategyCurrency
LSCLInitial
RateOvernight
RateOvernightScreenPage
RollEndDate
RollStartDate
TimeReferenceClosing
TimeReferenceOpening
TRUSCLInitial

The Variable Data are defined under Condition 5.4 herein.

3.2.6.4 Applicable Rates:

%CollatCostRate
 %CommissionRate
 %GapPremiumRate
 %QuantoRate
 %MarginCost

The Applicable Rates are defined under Condition 3.2.0 herein.

3.2.6.5 Specific Definition(s):

3.2.6.5.1 Specific Definitions relating to the determination of the Product Formula

ACT(i-1;i)	Means the number of calendar days between the Valuation Date(i-1) (included) and the Valuation Date(i) (excluded)
FX(i)	means, for any Valuation Date(i), the closing spot exchange rate to convert the BaseCurrency into the LeveragedStrategyCurrency in respect of such Valuation Date(i), as published by the FXSource, or any successor thereto. If no such rate is available on such Valuation Date(i), FX(i) shall be the first available closing spot exchange rate to convert the BaseCurrency into the LeveragedStrategyCurrency following such day, as published by the FXSource, or any successor thereto or, in the absence of such successor, such other primary source as the Calculation Agent deems appropriate.
Hedging Fees Factor(i) (i from 1 to T)	means: $\text{Product}(\text{for } t \text{ from } 1 \text{ to } i) \left(1 - \frac{(\% \text{CommissionRate}(t-1) + \% \text{GapPremiumRate}(t-1) + \% \text{CollatCostRate}(t-1) + \% \text{QuantoRate}(t-1))}{\text{DayCountBasisCommission}} \right) \times \text{ACT}(t-1;t)$

3.2.6.5.2 Specific Definitions relating to the Leveraged Strategy

Benchmark Strategy	Means, for each Valuation Date(i) and Calculation Time(v), a basket of contracts, the contracts being allocated and selected according to the definitions of C _{Active} or Active Future Contract, C _{NextActive} or Next Active Future Contract and CRW(i) below.
Benchmark Strategy Closing Level or BSCL(i)	Means, for each Valuation Date(i), the closing level of the Benchmark Strategy as of such Valuation Date(i), calculated in accordance with the following formula: $\text{BSCL}(i) = \text{BSCL}(i-1) \times ((\text{CRW}(i) \times \text{CSL}(i, \text{C}_{\text{Active}}) + (1 - \text{CRW}(i)) \times \text{CSL}(i, \text{C}_{\text{NextActive}})) / (\text{CRW}(i) \times \text{CSL}(i-1, \text{C}_{\text{Active}}) + (1 - \text{CRW}(i)) \times \text{CSL}(i-1, \text{C}_{\text{NextActive}})))$ <p>With BSCL(0) = BSCLInitial</p>
Benchmark Strategy Level or BSL(i,v)	Means, for each Valuation Date(i) and Calculation Time(v), the level of the Benchmark Strategy as of such Valuation Date(i) and such Calculation Time(v), calculated in accordance with the following formula: $\text{BSL}(i,v) = \text{BSCL}(i-1) \times ((\text{CRW}(i) \times \text{CL}(i,v, \text{C}_{\text{Active}}) + (1 - \text{CRW}(i)) \times \text{CL}(i,v, \text{C}_{\text{NextActive}})) / (\text{CRW}(i) \times \text{CSL}(i-1, \text{C}_{\text{Active}}) + (1 - \text{CRW}(i)) \times \text{CSL}(i-1, \text{C}_{\text{NextActive}})))$

		1,C _{NextActive})))
CashRate CashRate(i)	or	<p>means, for each Valuation Date(i), the rate calculated as follows:</p> <p><i>[If Option 3-Month US T-Bill Discount Rate is applicable]</i></p> $[\text{CashRate}(i) = (1 / (1 - (91/\text{DayCountBasisRate}) \times \text{TBDR}(i-1)))^{(1/91)} - 1$ <p>Where TBDR(i-1) means the latest discount rate of the 3-Month US Treasury Bill as displayed on "USB3MTA Index" Bloomberg Page (or, if applicable, any successor service or page used by the Calculation Agent for the purpose of ascertaining such rate) as of Valuation Date (i-1)</p> <p>PROVIDED THAT if TBDR is not displayed on the "USB3MTA Index" Bloomberg Page (or, if applicable, any successor service or page used by the Calculation Agent for the purpose of ascertaining such rate) for a period of more than 7 Valuation Dates and such rate is, in the opinion of the Calculation Agent, reasonably expected to be discontinued (such rate then being the "Discontinued Rate") then the Calculation Agent shall determine CashRate(i) (a) by selecting a successor rate for such Discontinued Rate which offers similar economic characteristics to the Discontinued Rate or, if the Calculation Agent determines that no such successor rate exists, (b) on the basis of the cost that Société Générale would charge or be charged to borrow cash in the LeveragedStrategyCurrency on an overnight basis.]</p> <p><i>[If Option Other Rate is applicable]</i></p> <p>[</p> <p>(3) the level of the RateOvernight for such Valuation Date(i) divided by DayCountBasisRate; or</p> <p>(4) the last available level displayed of RateOvernight divided by DayCountBasisRate, if a level of RateOvernight dated as of such Valuation Date(i),</p> <p>in both cases as determined by the Calculation Agent PROVIDED THAT if in the case of (2) above RateOvernight is not displayed on the RateOvernightScreenPage (or, if applicable, any successor service or page used by the Calculation Agent for the purpose of ascertaining such rate) for a period of more than 7 Valuation Dates and such rate is, in the opinion of the Calculation Agent, reasonably expected to be discontinued (such rate then being the "Discontinued Rate") then the Calculation Agent shall determine CashRate(i) (a) by selecting a successor rate for such Discontinued Rate which offers similar economic characteristics to the Discontinued Rate or, if the Calculation Agent determines that no such successor rate exists, (b) on the basis of the cost that Société Générale would charge or be charged to borrow cash in the LeveragedStrategyCurrency on an overnight basis.]</p>
C_{Active} or Active Future Contract		<p>means, for each Valuation Date(i), the active future contract to be used when calculating the Benchmark Strategy Closing Level or the Benchmark Strategy Level as of such Valuation Date(i).</p> <p>The Active Future Contract is determined in accordance with the following roll schedule:</p> <p><i>[insert the ContractTable1]</i></p>

C_{NextActive} or Next Active Future Contract	<p>means, for each Valuation Date(i), the next active future contract to be used when calculating the Leveraged Strategy Closing Level or the Leveraged Strategy Level as of such Valuation Date(i).</p> <p>The Next Active Future Contract is determined in accordance with the following roll schedule:</p> <p><i>[insert the ContractTable2]</i></p>
CRW(i)	<p>means, in respect of Valuation Date(i) occurring in a particular month, the percentage of the Active Future Contract used in the calculation of the Benchmark Strategy Closing Level on a Valuation Date (i) determined as the following:</p> <p>If Valuation Date(i) occurs before a RollStartDate in the relevant month: $CRW(i) = 100\%$</p> <p>If Valuation Date(i) occurs in the period from, and including, a RollStartDate to, and including a RollEndDate in the relevant month[, then this Valuation Date(i) will be a Rolling Date as define in the Additional Terms and Conditions for Future Linked Warrants and]: $CRW(i) = 100\% \times \text{DayCount}(i ; \text{RollEndDate}) / \text{DayCount}(\text{RollStartDate} ; \text{RollEndDate})$</p> <p>If Valuation Date(i) occurs after a RollEndDate in the relevant month: $CRW(i) = 0\%$</p>
Contract Settlement Level or CSL(i,C)	<p>means, for each Valuation Date(i), and a contract (C), the [Commodity] Reference Price of the contract (C), calculated and published by the Exchange, as of the Valuation Date(i).</p>
Total Return Unleveraged Strategy Closing Level or TRUSCL(i)	<p>Means, for each Valuation Date(i), the total return closing level of the unleveraged strategy as of such Valuation Date(i), calculated in accordance with the following formulae:</p> <p>On Valuation Date(0):</p> $TRUSCL(0) = TRUSCL_{Initial}$ <p>On each subsequent Valuation Date(i):</p> $TRUSCL(i) = TRUSCL(i-1) \times (BSCL(i)/BSCL(i-1) + ACT(i-1;i) \times \text{Rate}(i))$
Total Return Unleveraged Strategy Level or TRUSL(i,v)	<p>Means, for each Valuation Date(i) and Calculation Time(v), the total return level of the unleveraged strategy as of such Valuation Date(i) and such Calculation Time(v), calculated in accordance with the following formula:</p> $TRUSL(i,v) = TRUSCL(i-1) \times (BSL(i,v)/BSCL(i-1) + ACT(i-1;i) \times \text{Rate}(i-1))$
Intraday Contract Level or CL(i, v, C)	<p>means, in respect of each Valuation Date(i), Calculation Time(v) and contract (C), the Intraday Price of the contract as of such Valuation Date (i) and Calculation Time (v).</p>
Leveraged Strategy Closing Level or LSCL(i)	<p>means, for any Valuation Date(i), the Closing Level of the Leveraged Strategy as of such day (i), as such level may be adjusted in accordance with the paragraph titled "Extraordinary Strategy Adjustment for Performance Reasons" below.</p>

	<p>Subject to the occurrence of an Intraday Restrike Event (following which the Leveraged Strategy Closing Level will be determined in accordance with the paragraph titled "Extraordinary Strategy Adjustment for Performance Reasons" below), for each Valuation Date(i), the Leveraged Strategy Closing Level as of such Valuation Date(i) is calculated in accordance with the following formulae:</p> <p><u>On Valuation Date(0):</u></p> $\text{LSCL}(0) = \text{LSCLInitial}$ <p><u>On each subsequent Valuation Date(i):</u></p> $\text{LSCL}(i) = \text{Max}(\text{LSCL}(i-1) \times (1 + \text{Leverage} \times (\text{TRUSCL}(i) / \text{TRUSCL}(i-1) - 1) - (\text{Leverage} - 1) \times \text{Rate}(i) \times \text{ACT}(i-1;i)); 0)$ <p>For the purposes of determining LSCL(i) on a Valuation Date immediately following an Intraday Restrike Event Reference Day, references to (i-1) in the formula of LSCL(i) above shall be deemed to be references to (i) (as defined in the paragraph titled "Extraordinary Strategy Adjustment for Performance Reasons" below).</p>
Leveraged Strategy Level or LSL(i,v)	<p>means, for any Valuation Date(i) and any Calculation Time(v), the latest level of the Leveraged Strategy as of such Calculation Time(v), as such level may be adjusted in accordance with the paragraph titled "Extraordinary Strategy Adjustment for Performance Reasons" below.</p> <p>Subject to the occurrence of an Intraday Restrike Event (following which the Leveraged Strategy Level will be determined in accordance with the paragraph titled "Extraordinary Strategy Adjustment for Performance Reasons" below), for each Valuation Date(i) and each Calculation Time(v), the Leveraged Strategy Level as of such Calculation Time(v) is calculated in accordance with the following formula:</p> $\text{LSL}(i,v) = \text{Max}(\text{LSCL}(i-1) \times (1 + \text{Leverage} \times (\text{TRUSL}(i,v) / \text{TRLSCL}(i-1) - 1) - (\text{Leverage} - 1) \times \text{Rate}(i-1)); 0)$
Rate or Rate(i)	<p>means, for each Valuation Date(i), an annual rate calculated as of such day in accordance with the following formula:</p> $\text{Rate}(i) = \text{CashRate}(i) - \% \text{MarginCost}(i)$
Rolling Dates(s)	<p>means, in respect of each month, each period from a RollStartDate (included) up to following RollEndDate (included).</p>
Calculation Time	<p>means with respect to the Underlying and a Valuation Time(i), any time between the TimeReferenceOpening and the TimeReferenceClosing, provided that the relevant data is available to enable the Calculation Agent to determine the Leveraged Strategy Level.</p>
DayCount(i1 ; i2)	<p>means the number of Valuation Dates between Valuation Date(i1) (included) and Valuation Date(i2) (included).</p>
Underlying Level	<p>Means in respect of Valuation Date(i) and a Calculation Time(v), the Benchmark Strategy Level as of such Valuation Date(i) and Calculation Time(v).</p>

3.2.6.5.3 Extraordinary Strategy Adjustment for Performance Reasons

(i')	means the Intraday Restrike Event Reference Day which corresponds to the Intraday Restrike Event immediately preceding the Calculation Time(v).
Adj_TRUSL(i')	Means, in respect of a contract (C): $\text{Adj_TRUSL}(i') = \text{TRUSL}(i', V_{\text{REF}}(v))$
Adj_TRUSL(i(REF))	Means, in respect of a contract (C): (1) if i(REF) is an Intraday Restrike Event Reference Day and, then: $\text{Adj_TRUSL}(i(\text{REF})) = \text{TRUSL}(i'', v1)$ (2) or otherwise: $\text{Adj_TRUSL}(i(\text{REF})) = \text{TRUSL}(i'-1)$
Extraordinary Strategy Adjustment for Performance Reasons	<p>If the Calculation Agent determines that an Intraday Restrike Event has occurred at a Calculation Time(v) during a Valuation Date(i), an adjustment (an Extraordinary Strategy Adjustment for Performance Reasons) shall take place during such Valuation Date(i) in accordance with the following provisions.</p> <p>The real time calculation of the Leveraged Strategy shall be suspended during the Intraday Restrike Event Observation Period and resume within 15 minutes following the end of such Intraday Restrike Event Observation Period (the point of such resumption being the Calculation Resume Time and the day on which such resumption occurs being the Calculation Resume Day or CRD). For the purposes of the determination of Extraordinary Strategy Adjustment for Performance Reasons and the corresponding Leveraged Strategy Level, references to dates (i) shall be read as references to dates (CRD) where expressly indicated. Should the end of the Intraday Restrike Event Observation Period occur less than 15 minutes before the TimeReferenceClosing on the Intraday Restrike Event Reference Day, the Calculation Resume Time shall be the TimeReferenceClosing which immediately follows the end of the Intraday Restrike Event Observation Period.</p> <p>On each Calculation Resume Day, from the Calculation Resume Time, LSL(CRD) and LSL(CRD,v) will be determined as follows:</p> <p>For each Calculation Time(v) during such Calculation Resume Day following the end of the Intraday Restrike Event Observation Period, the Leveraged Strategy Level is calculated according to the following formula:</p> $\text{LSL}(\text{CRD}, v) = \text{Max}(\text{LSL}(i', V_{\text{REF}}(v)) \times (1 + \text{Leverage} \times (\text{TRUSL}(\text{CRD}, v) / \text{Adj_TRUSL}(i') - 1) - (\text{Leverage} - 1) \times \text{Rate}(i'-1) \times \text{ACT}(i', \text{CRD}) ; 0)$ <p>And at the TimeReferenceClosing of such Calculation Resume Day:</p> $\text{LSL}(\text{CRD}) = \text{Max}(\text{LSL}(i', V_{\text{REF}}(v)) \times (1 + \text{Leverage} \times (\text{TRUSL}(\text{CRD}) / \text{Adj_TRUSL}(i') - 1) - (\text{Leverage} - 1) \times \text{Rate}(i') \times \text{ACT}(i', \text{CRD}) ; 0)$
i(REF)	means the latest of the (1) Intraday Restrike Event Reference Day immediately preceding (i') in which case i(REF) is referred to as (i'') and the latest Intraday Restrike Event Reference Time on such Intraday Restrike Event Reference Day is referred to as (v1) (2) the Valuation Date which immediately precedes (i') in which case i(REF) is referred to as (i'-1).

Intraday Reference Level	means in respect of Valuation Date(i) and a Calculation Time(v), (1) the Underlying Level as of the last Intraday Restrike Event Reference Time preceding and excluding such Calculation Time(v) or (2) if no Intraday Restrike Event has occurred on such day, the Benchmark Strategy Closing Level on the immediately preceding Valuation Date.
Intraday Restrike Event	<p>If Leverage > 0: means in respect of a Valuation Date(i), the decrease at a Calculation Time(v) of the ratio of the Underlying Level to the Intraday Reference Level below the DailyRestrikePercentage of the relevant Intraday Reference Level at such Calculation Time.</p> <p>If Leverage < 0: means, in respect of a Valuation Date(i), the increase at a Calculation Time(v) of the ratio of the Underlying Level to the Intraday Reference Level above the DailyRestrikePercentage of the relevant Intraday Reference Level at such Calculation Time.</p>
Intraday Restrike Event Observation Period	<p>means in respect of an Intraday Restrike Event, the period starting on and excluding the Intraday Restrike Event Time and finishing on and including the time falling 15 minutes after the Intraday Restrike Event Time.</p> <p>Where, during such 15 minute period, the Calculation Agent determines that the Exchange is not open for continuous trading, the Intraday Restrike Event Observation Period will be extended to the extent necessary until the Exchange is open for continuous trading for an aggregate period of 15 minutes.</p> <p>If the Intraday Restrike Event Observation Period would not end by the TimeReferenceClosing: (1) such day will not be a Valuation Date for the purposes of determining any element of the Leveraged Strategy, except (a) for the purpose of calculating $LSL(i', V_{REF}(v))$ (and the constituent parts thereof) corresponding to the applicable Intraday Restrike Event and (b) for the purpose of calculating $LSL(i', V_{REF}(v))$ (and the constituent parts thereof) with respect to any previous Intraday Restrike Event that has occurred on such day, if any; and (2) such Intraday Restrike Event Observation Period shall be extended to the following Valuation Date to the extent necessary until the Calculation Agent determines that the Exchange is open for continuous trading for an aggregate period of 15 minutes.</p> <p>For the purpose of determining the Intraday Restrike Event Observation Period only, the Exchange shall not be considered to be open for continuous trading during its closing auction period (as provided under the rules of the Exchange).</p>
Intraday Restrike Event Reference Day	means, in respect of an Intraday Restrike Event Observation Period, the day on which the Intraday Restrike Event Reference Time occurs.
Intraday Restrike Event Reference Time	<p>[If Leverage > 0:]</p> <p>[means, in respect of an Intraday Restrike Event Observation Period, the Calculation Time on which the Leveraged Strategy Level reaches its lowest value during such period.]</p> <p>[If Leverage < 0:]</p> <p>[means, in respect of an Intraday Restrike Event Observation Period, the Calculation Time on which the Leveraged Strategy Level reaches its highest value during such period.]</p> <p>[the end of the Intraday Restrike Event Observation Period]</p>
Intraday Restrike	means in respect of an Intraday Restrike Event, the Calculation Time on which such event occurs.

Event Time	
LSL(i',V_{REF}(v))	<p>is calculated in accordance with the following formulae:</p> <p>(1) where, in respect of an Intraday Restrike Event, one or more Intraday Restrike Event Times have previously occurred with an Intraday Restrike Event Reference Time occurring on (i'), then (with the latest Intraday Restrike Event Reference Time, immediately preceding V_{REF}(v), being "v1"):</p> $LSL(i',V_{REF}(v)) = \text{Max}(LSL(i',v1) \times (1 + \text{Leverage} \times (\text{TRUSL}(i',V_{REF}(v)) / \text{TRUSL}(i',v1) - 1)) ; 0)$ <p>Where LSL(i',v1) is determined in accordance with Extraordinary Strategy Adjustment for Performance Reasons but with "V_{REF}(v)" replaced by "v1".</p> <p>(2) in circumstances other than those set out in (1):</p> $LSL(i',V_{REF}(v)) = \text{Max}(LSLREF(i(REF)) \times (1 + \text{Leverage} \times (\text{TRUSL}(i',V_{REF}(v)) / \text{Adj_TRUSL}(i(REF)) - 1) + (1 - \text{Leverage}) \times \text{Rate}(i(REF)) \times (\text{ACT}(i(REF),i')) ; 0)$
LSLREF(i(REF))	means, if i(REF) is an Intraday Restrike Event Reference Day then LSL(i',v1); or otherwise LSCL(i'-1).
[TRUSL(i',V_{REF}(v))]	[means the time weighted average price of the Total Return Unleveraged Strategy Level during the Intraday Restrike Event Observation Period.]
V_{REF}(v)	means the latest Intraday Restrike Event Reference Time preceding, and excluding, Calculation Time(v).

3.2.7 Fixed Leverage on Futures - Methodology 3

If the applicable Final Terms specify that "Reference of the Product" is 3.2.7, the following applies:

3.2.7.0 Product Description

- This Product may be subject to Event-linked Early Expiration:
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price relies on the then level of the Leveraged Strategy.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is determined on the basis of the level of the Leveraged Strategy.

The strategy to which the performance of the Warrant is linked is the **Leveraged Strategy** which consists of leveraged exposure to the price of the future contract with a Leverage factor "**Leverage**" and a hypothetical money market instrument.

The notional exposure of the Leveraged Strategy to the price of the future contract is revised on each Valuation Date in order to take into account the Leveraged Strategy Closing Level as of the previous Valuation Date, as further described hereinafter.

3.2.7.1 Event-linked Early Expiration: Applicable

Early Expiration Event is deemed to have occurred, if on any Valuation Date(i), LSCL(i) [is lower] [is higher] than [or equal to] BarrierLevelAutocall(i).

Early Settlement Price(i) = Notional Amount x Product Formula(i)

Product Formula(i) = BaseSettlementLevel_FSP + (1 / BaseAmount) x Max(InitialValue x (FX(0) / FX(RVD(i))) x (LSCL(RVD(i)) / LSCL(0)) x Hedging Fees Factor(i);0)

3.2.7.2 Final Settlement Price:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP + (1 / BaseAmount) x Max(InitialValue x (FX(0) / FX(T)) x (LSCL(T) / LSCL(0)) x Hedging Fees Factor(T);0)

3.2.7.3 Variable Data:

BarrierLevelAutocall
BaseAmount
BaseCurrency
BaseSettlementLevel_ESP
BaseSettlementLevel_FSP
BSCLInitial
ContractTable1
ContractTable2
DailyRestrikePercentage
DayCountBasisCommission
DayCountBasisRate
ERLSCLInitial
FXSource
InitialValue
Leverage
LeveragedStrategyCurrency
LSCLInitial
RateOvernight
RateOvernightScreenPage
RollEndDate
RollStartDate
TimeReferenceClosing
TimeReferenceOpening

The Variable Data are defined under Condition 5.4 herein.

3.2.7.4 Applicable Rates:

%CollatCostRate
%CommissionRate
%GapPremiumRate
%QuantoRate
%MarginCost

The Applicable Rates are defined under Condition 3.2.0 herein.

3.2.7.5 Specific Definition(s):

3.2.7.5.1 Specific Definitions relating to the determination of the Product Formula

ACT(i-1;i)	Means the number of calendar days between the Valuation Date(i-1) (included) and the Valuation Date(i) (excluded)
FX(i)	means, for any Valuation Date(i), the closing spot exchange rate to convert the

	BaseCurrency into the LeveragedStrategyCurrency in respect of such Valuation Date(i), as published by the FXSource, or any successor thereto. If no such rate is available on such Valuation Date(i), FX(i) shall be the first available closing spot exchange rate to convert the BaseCurrency into the LeveragedStrategyCurrency following such day, as published by the FXSource, or any successor thereto or, in the absence of such successor, such other primary source as the Calculation Agent deems appropriate.
Hedging Fees Factor(i) (i from 1 to T)	means: $\text{Product}(\text{for } t \text{ from } 1 \text{ to } i) \left((1 - (\% \text{CommissionRate}(t-1) + \% \text{GapPremiumRate}(t-1) + \% \text{CollatCostRate}(t-1) + \% \text{QuantoRate}(t-1))) \times (\text{ACT}(t-1;t) / \text{DayCountBasisCommission}) \right)$

3.2.7.5.2 Specific Definitions relating to the Leveraged Strategy

Benchmark Strategy	Means, for each Valuation Date(i) and Calculation Time(v), a basket of contracts, the contracts being allocated and selected according to the definitions of C _{Active} or Active Future Contract, C _{NextActive} or Next Active Future Contract and CRW(i) below.
Benchmark Strategy Closing Level or BSCL(i)	Means, for each Valuation Date(i), the closing level of the Benchmark Strategy as of such Valuation Date(i), calculated in accordance with the following formula: $\text{BSCL}(i) = \text{BSCL}(i-1) \times ((\text{CRW}(i) \times \text{CSL}(i, C_{\text{Active}}) + (1 - \text{CRW}(i)) \times \text{CSL}(i, C_{\text{NextActive}})) / (\text{CRW}(i) \times \text{CSL}(i-1, C_{\text{Active}}) + (1 - \text{CRW}(i)) \times \text{CSL}(i-1, C_{\text{NextActive}})))$ <p>With BSCL(0) = BSCLInitial</p>
Benchmark Strategy Level or BSL(i,v)	Means, for each Valuation Date(i) and Calculation Time(v), the level of the Benchmark Strategy as of such Valuation Date(i) and such Calculation Time(v), calculated in accordance with the following formula: $\text{BSL}(i,v) = \text{BSCL}(i-1) \times ((\text{CRW}(i) \times \text{CL}(i,v, C_{\text{Active}}) + (1 - \text{CRW}(i)) \times \text{CL}(i,v, C_{\text{NextActive}})) / (\text{CRW}(i) \times \text{CSL}(i-1, C_{\text{Active}}) + (1 - \text{CRW}(i)) \times \text{CSL}(i-1, C_{\text{NextActive}})))$
CashRate or CashRate(i)	means, for each Valuation Date(i), the rate calculated as follows: <p><i>[if Option 3-Month US T-Bill Discount Rate is applicable]</i></p> $[\text{CashRate}(i) = (1 / (1 - (91/\text{DayCountBasisRate}) \times \text{TBDR}(i-1)))^{(1/91)} - 1$ <p>Where TBDR(i-1) means the latest discount rate of the 3-Month US Treasury Bill as displayed on "USB3MTA Index" Bloomberg Page (or, if applicable, any successor service or page used by the Calculation Agent for the purpose of ascertaining such rate) as of Valuation Date (i-1)</p> <p>PROVIDED THAT if TBDR is not displayed on the "USB3MTA Index" Bloomberg Page (or, if applicable, any successor service or page used by the Calculation Agent for the purpose of ascertaining such rate) for a period of more than 7 Valuation</p>

	<p>Dates and such rate is, in the opinion of the Calculation Agent, reasonably expected to be discontinued (such rate then being the "Discontinued Rate") then the Calculation Agent shall determine CashRate(i) (a) by selecting a successor rate for such Discontinued Rate which offers similar economic characteristics to the Discontinued Rate or, if the Calculation Agent determines that no such successor rate exists, (b) on the basis of the cost that Société Générale would charge or be charged to borrow cash in the LeveragedStrategyCurrency on an overnight basis.]</p> <p><i>[If Option Other Rate is applicable]</i></p> <p>[</p> <p>(1) the level of the RateOvernight for such Valuation Date(i) divided by DayCountBasisRate; or</p> <p>(2) the last available level displayed of RateOvernight divided by DayCountBasisRate, if a level of RateOvernight dated as of such Valuation Date(i),</p> <p>in both cases as determined by the Calculation Agent PROVIDED THAT if in the case of (2) above RateOvernight is not displayed on the RateOvernightScreenPage (or, if applicable, any successor service or page used by the Calculation Agent for the purpose of ascertaining such rate) for a period of more than 7 Valuation Dates and such rate is, in the opinion of the Calculation Agent, reasonably expected to be discontinued (such rate then being the "Discontinued Rate") then the Calculation Agent shall determine CashRate(i) (a) by selecting a successor rate for such Discontinued Rate which offers similar economic characteristics to the Discontinued Rate or, if the Calculation Agent determines that no such successor rate exists, (b) on the basis of the cost that Société Générale would charge or be charged to borrow cash in the LeveragedStrategyCurrency on an overnight basis.]</p>
C_{Active} or Active Future Contract	<p>means, for each Valuation Date(i), the active future contract to be used when calculating the Benchmark Strategy Closing Level or the Benchmark Strategy Level as of such Valuation Date(i).</p> <p>The Active Future Contract is determined in accordance with the following roll schedule:</p> <p><i>[insert the ContractTable1]</i></p>
C_{NextActive} or Next Active Future Contract	<p>means, for each Valuation Date(i), the next active future contract to be used when calculating the Leveraged Strategy Closing Level or the Leveraged Strategy Level as of such Valuation Date(i).</p> <p>The Next Active Future Contract is determined in accordance with the following roll schedule:</p> <p><i>[insert the ContractTable2]</i></p>
CRW(i)	<p>means, in respect of Valuation Date(i) occurring in a particular month, the percentage of the Active Future Contract used in the calculation of the Benchmark Strategy Closing Level on a Valuation Date (i) determined as the following:</p> <p>If Valuation Date(i) occurs before a RollStartDate in the relevant month: CRW(i) = 100%</p>

	<p>If Valuation Date(i) occurs in the period from, and including, a RollStartDate to, and including a RollEndDate in the relevant month[, then this Valuation Date(i) will be a Rolling Date as define in the Additional Terms and Conditions for Future Linked Warrants and]:</p> $CRW(i) = 100\% \times \text{DayCount}(i ; \text{RollEndDate}) / \text{DayCount}(\text{RollStartDate} ; \text{RollEndDate})$ <p>If Valuation Date(i) occurs after a RollEndDate in the relevant month:</p> $CRW(i) = 0\%$
Contract Settlement Level or CSL(i,C)	means, for each Valuation Date(i), and a contract (C), the [Commodity] Reference Price of the contract (C), calculated and published by the Exchange, as of the Valuation Date(i).
Excess Return Leveraged Strategy Closing Level or ERLSCL(i)	<p>Means, for each Valuation Date(i), the total return closing level of the unleveraged strategy as of such Valuation Date(i), calculated in accordance with the following formulae:</p> <p>On Valuation Date(0):</p> $ERLSCL(0) = ERLSCL_{\text{Initial}}$ <p>On each subsequent Valuation Date(i):</p> $ERLSCL(i) = \text{Max}(ERLSCL(i-1) \times (1 + \text{Leverage} \times ((BSCL(i) / BSCL(i-1)) - 1)) ; 0)$
Excess Return Leveraged Strategy Level or ERLSL(i,v)	<p>Means, for each Valuation Date(i) and Calculation Time(v), the total return level of the unleveraged strategy as of such Valuation Date(i) and such Calculation Time(v), calculated in accordance with the following formula:</p> $ERLSL(i,v) = \text{Max}(ERLSCL(i-1) \times (1 + \text{Leverage} \times ((BSL(i,v) / BSCL(i-1)) - 1)) ; 0)$
Intraday Contract Level or CL(i, v, C)	means, in respect of each Valuation Date(i), Calculation Time(v) and contract (C), the Intraday Price of the contract as of such Valuation Date (i) and Calculation Time (v).
Leveraged Strategy Closing Level or LSCL(i)	<p>means, for any Valuation Date(i), the Closing Level of the Leveraged Strategy as of such day (i), as such level may be adjusted in accordance with the paragraph titled "Extraordinary Strategy Adjustment for Performance Reasons" below.</p> <p>Subject to the occurrence of an Intraday Restrike Event (following which the Leveraged Strategy Closing Level will be determined in accordance with the paragraph titled "Extraordinary Strategy Adjustment for Performance Reasons" below), for each Valuation Date(i), the Leveraged Strategy Closing Level as of such Valuation Date(i) is calculated in accordance with the following formulae:</p> <p><u>On Valuation Date(0):</u></p> $LSCL(0) = LSCL_{\text{Initial}}$ <p><u>On each subsequent Valuation Date(i):</u></p> $LSCL(i) = LSCL(i-1) \times (1 + (ERLSCL(i) / ERLSCL(i-1) - 1) + \text{Rate}(i-1) \times \text{ACT}(i-1,i))$

	For the purposes of determining LSCL(i) on a Valuation Date immediately following an Intraday Restrike Event Reference Day, references to (i-1) in the formula of LSCL(i) above shall be deemed to be references to (i') (as defined in the paragraph titled "Extraordinary Strategy Adjustment for Performance Reasons" below).
Leveraged Strategy Level or LSL(i,v)	<p>means, for any Valuation Date(i) and any Calculation Time(v), the latest level of the Leveraged Strategy as of such Calculation Time(v), as such level may be adjusted in accordance with the paragraph titled "Extraordinary Strategy Adjustment for Performance Reasons" below.</p> <p>Subject to the occurrence of an Intraday Restrike Event (following which the Leveraged Strategy Level will be determined in accordance with the paragraph titled "Extraordinary Strategy Adjustment for Performance Reasons" below), for each Valuation Date(i) and each Calculation Time(v), the Leveraged Strategy Level as of such Calculation Time(v) is calculated in accordance with the following formula:</p> $LSL(i,v) = LSL(i-1) \times (1 + (ERLSL(i,v) / ERLSCL(i-1) - 1) + Rate(i-1) \times ACT(i-1,i))$
Rate or Rate(i)	<p>means, for each Valuation Date(i), an annual rate calculated as of such day in accordance with the following formula:</p> $Rate(i) = CashRate(i) - \%MarginCost(i)$
Rolling Dates(s)	means, in respect of each month, each period from a RollStartDate (included) up to following RollEndDate (included).
Calculation Time	means with respect to the Underlying and a Valuation Time(i), any time between the TimeReferenceOpening and the TimeReferenceClosing, provided that the relevant data is available to enable the Calculation Agent to determine the Leveraged Strategy Level.
DayCount(i1 ; i2)	means the number of Valuation Dates between Valuation Date(i1) (included) and Valuation Date(i2) (included).
Underlying Level	Means in respect of Valuation Date(i) and a Calculation Time(v), the Benchmark Strategy Level as of such Valuation Date(i) and Calculation Time(v).

3.2.7.5.3 Extraordinary Strategy Adjustment for Performance Reasons

(i')	means the Intraday Restrike Event Reference Day which corresponds to the Intraday Restrike Event immediately preceding the Calculation Time(v).
Adj_ERLSL (i')	<p>Means, in respect of a contract (C):</p> $Adj_ERLSL(i') = ERLSL(i', V_{REF}(v))$
Adj_ERLSL (i(REF))	<p>Means, in respect of a contract (C):</p> <p>(1) if i(REF) is an Intraday Restrike Event Reference Day and, then:</p> $Adj_ERLSL(i(REF)) = ERLSL(i'', v1)$ <p>(2) or otherwise:</p>

	$\text{Adj_ERLSL}(i(\text{REF})) = \text{ERLSL}(i'-1)$
Extraordinary Strategy Adjustment for Performance Reasons	<p>If the Calculation Agent determines that an Intraday Restrike Event has occurred at a Calculation Time(v) during a Valuation Date(i), an adjustment (an Extraordinary Strategy Adjustment for Performance Reasons) shall take place during such Valuation Date(i) in accordance with the following provisions.</p> <p>The real time calculation of the Leveraged Strategy shall be suspended during the Intraday Restrike Event Observation Period and resume within 15 minutes following the end of such Intraday Restrike Event Observation Period (the point of such resumption being the Calculation Resume Time and the day on which such resumption occurs being the Calculation Resume Day or CRD). For the purposes of the determination of Extraordinary Strategy Adjustment for Performance Reasons and the corresponding Leveraged Strategy Level, references to dates (i) shall be read as references to dates (CRD) where expressly indicated. Should the end of the Intraday Restrike Event Observation Period occur less than 15 minutes before the TimeReferenceClosing on the Intraday Restrike Event Reference Day, the Calculation Resume Time shall be the TimeReferenceClosing which immediately follows the end of the Intraday Restrike Event Observation Period.</p> <p>On each Calculation Resume Day, from the Calculation Resume Time, LSCL(CRD) and LSL(CRD,v) will be determined as follows:</p> <p>For each Calculation Time(v) during such Calculation Resume Day following the end of the Intraday Restrike Event Observation Period, the Leveraged Strategy Level is calculated according to the following formula:</p> $\text{LSL}(\text{CRD},v) = \text{LSL}(i',V_{\text{REF}}(v)) \times (1 + (\text{ERLSL}(\text{CRD},v) / \text{Adj_ERLSL}(i') - 1) + \text{Rate}(i') \times \text{ACT}(i',\text{CRD}))$ <p>And at the TimeReferenceClosing of such Calculation Resume Day:</p> $\text{LSL}(\text{CRD}) = \text{LSL}(i',V_{\text{REF}}(v)) \times (1 + (\text{ERLSCL}(\text{CRD}) / \text{Adj_ERLSL}(i') - 1) + \text{Rate}(i') \times \text{ACT}(i',\text{CRD}))$
i(REF)	<p>means the latest of the (1) Intraday Restrike Event Reference Day immediately preceding (i') in which case i(REF) is referred to as (i'') and the latest Intraday Restrike Event Reference Time on such Intraday Restrike Event Reference Day is referred to as (v1) (2) the Valuation Date which immediately precedes (i') in which case i(REF) is referred to as (i'-1).</p>
Intraday Reference Level	<p>means in respect of Valuation Date(i) and a Calculation Time(v), (1) the Underlying Level as of the last Intraday Restrike Event Reference Time preceding and excluding such Calculation Time(v) or (2) if no Intraday Restrike Event has occurred on such day, the Benchmark Strategy Closing Level on the immediately preceding Valuation Date.</p>
Intraday Restrike Event	<p>If Leverage > 0: means in respect of a Valuation Date(i), the decrease at a Calculation Time(v) of the ratio of the Underlying Level to the Intraday Reference Level below the DailyRestrikePercentage of the relevant Intraday Reference Level at such Calculation Time.</p> <p>If Leverage < 0: means, in respect of a Valuation Date(i), the increase at a Calculation Time(v) of the ratio of the Underlying Level to the Intraday Reference Level above the DailyRestrikePercentage of the relevant Intraday Reference Level at such Calculation Time.</p>

Intraday Restrike Event Observation Period	<p>means in respect of an Intraday Restrike Event, the period starting on and excluding the Intraday Restrike Event Time and finishing on and including the time falling 15 minutes after the Intraday Restrike Event Time.</p> <p>Where, during such 15 minute period, the Calculation Agent determines that the Exchange is not open for continuous trading, the Intraday Restrike Event Observation Period will be extended to the extent necessary until the Exchange is open for continuous trading for an aggregate period of 15 minutes.</p> <p>If the Intraday Restrike Event Observation Period would not end by the TimeReferenceClosing: (1) such day will not be a Valuation Date for the purposes of determining any element of the Leveraged Strategy, except (a) for the purpose of calculating $LSL(i', V_{REF}(v))$ (and the constituent parts thereof) corresponding to the applicable Intraday Restrike Event and (b) for the purpose of calculating $LSL(i', V_{REF}(v))$ (and the constituent parts thereof) with respect to any previous Intraday Restrike Event that has occurred on such day, if any; and (2) such Intraday Restrike Event Observation Period shall be extended to the following Valuation Date to the extent necessary until the Calculation Agent determines that the Exchange is open for continuous trading for an aggregate period of 15 minutes.</p> <p>For the purpose of determining the Intraday Restrike Event Observation Period only, the Exchange shall not be considered to be open for continuous trading during its closing auction period (as provided under the rules of the Exchange).</p>
Intraday Restrike Event Reference Day	means, in respect of an Intraday Restrike Event Observation Period, the day on which the Intraday Restrike Event Reference Time occurs.
Intraday Restrike Event Reference Time	<p>[If Leverage > 0:]</p> <p>[means, in respect of an Intraday Restrike Event Observation Period, the Calculation Time on which the Leveraged Strategy Level reaches its lowest value during such period.]</p> <p>[If Leverage < 0:]</p> <p>[means, in respect of an Intraday Restrike Event Observation Period, the Calculation Time on which the Leveraged Strategy Level reaches its highest value during such period.]</p> <p>[the end of the Intraday Restrike Event Observation Period]</p>
Intraday Restrike Event Time	means in respect of an Intraday Restrike Event, the Calculation Time on which such event occurs.
$LSL(i', V_{REF}(v))$	<p>is calculated in accordance with the following formulae:</p> <p>(1) where, in respect of an Intraday Restrike Event, one or more Intraday Restrike Event Times have previously occurred with an Intraday Restrike Event Reference Time occurring on (i'), then (with the latest Intraday Restrike Event Reference Time, immediately preceding $V_{REF}(v)$, being "v1"):</p> $LSL(i', V_{REF}(v)) = LSL(i', v1) \times (1 + (ERLSL(i', V_{REF}(v)) / ERLSL(i', v1) - 1))$ <p>Where $LSL(i', v1)$ is determined in accordance with Extraordinary Strategy Adjustment for Performance Reasons but with "$V_{REF}(v)$" replaced by "v1".</p> <p>(2) in circumstances other than those set out in (1):</p> $LSL(i', V_{REF}(v)) = LSLREF(i(REF)) \times (1 + (ERLSL(i', V_{REF}(v)) / Adj_ERLSL(i(REF))))$

	$- 1) + \text{Rate}(i(\text{REF})) \times (\text{ACT}(i(\text{REF}), i'))$
[ERLSL(i', VREF(v))]	[means the time weighted average price of the Excess Return Leveraged Strategy Level during the Intraday Restrike Event Observation Period.]
LSLREF(i(REF))	means, if i(REF) is an Intraday Restrike Event Reference Day then LSL(i", v1); or otherwise LSCL(i'-1).
VREF(v)	means the latest Intraday Restrike Event Reference Time preceding, and excluding, Calculation Time(v).

3.2.8 Fixed Leverage Bear – Multiplicative Formula and adjusted leverage

If the applicable Final Terms specify that "Reference of the Product" is 3.2.8, the following applies:

3.2.8.0 Product Description

- This Product may be subject to Event-linked Early Expiration:
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price relies on the then level of the Leveraged Strategy.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is determined on the basis of the level of the Leveraged Strategy.

The strategy to which the performance of the Warrant is linked is the **Leveraged Strategy** which consists of leveraged short exposure to the Underlying with a leverage factor (**Leverage(i)**) and a hypothetical money market instrument.

The notional exposure of the Leveraged Strategy to the Underlying is revised on each Valuation Date in order to take into account the Leveraged Strategy Closing Level as of the previous Valuation Date, as further described hereinafter.

The leverage embedded in the Leveraged Strategy is revised daily taking into account the target volatility of the Underlying and the realized volatility of the Underlying

3.2.8.1 Event-linked Early Expiration: Applicable

Early Expiration Event is deemed to have occurred, if on any Valuation Date(i), LSCL(i) [is lower] [is higher] than [or equal to] BarrierLevelAutocall(i).

Early Settlement Price(i) = Notional Amount x Product Formula(i)

Product Formula(T) = BaseSettlementLevel_FSP + (1 / BaseAmount) x Max(InitialValue x (FX(0) / FX(RVD(i))) x (LSCL(RVD(i)) / LSCL(0)) x Hedging Fees Factor(T); 0)

3.2.8.2 Final Settlement Price:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP + (1 / BaseAmount) x Max(InitialValue x (FX(0) / FX(T)) x (LSCL(T) / LSCL(0)) x Hedging Fees Factor(T); 0)

3.2.8.3 Variable Data:

BarrierLevelAutocall
 BaseAmount
 BaseCurrency
 BaseSettlementLevel_ESP
 BaseSettlementLevel_FSP
 Basis
 DailyRestrikePercentage
 DayCountBasisCommission
 DayCountBasisRate
 FXSource
 FXSourceFixingTime
 InitialValue
 LeverageInitial
 Leverage_Cap
 Leverage_Floor
 LeveragedStrategyCurrency
 LSCLInitial
 N
 RateOvernight
 RateOvernightScreenPage
 Target_Volatility
 TimeReferenceClosing
 TimeReferenceOpening

The Variable Data are defined under Condition 5.4 herein.

3.2.8.4 Applicable Rates:

%CollatCostRate
 %CommissionRate
 %DistRate
 %GapPremiumRate
 %QuantoRate
 %RepoRate

The Applicable Rates are defined under Condition 3.2.0 herein.

3.2.8.5 Specific Definition(s):

3.2.8.5.1 Specific Definitions relating to the determination of the Product Formula

ACT(i-1;i)	Means the number of calendar days between the Valuation Date(i-1) (included) and the Valuation Date(i) (excluded)
FX(i)	means, for any Valuation Date(i), the spot exchange rate as of the FXSourceFixingTime to convert the BaseCurrency into the LeveragedStrategyCurrency in respect of such Valuation Date(i), as published by the FXSource, or any successor thereto. If no such rate is available on such Valuation Date(i), FX(i) shall be the first available spot exchange rate as of the FXSourceFixingTime to convert the BaseCurrency into the LeveragedStrategyCurrency following such day, as published by the FXSource, or any successor thereto.
Hedging Fees Factor(i) (i from 1 to T)	means: Product(for t from 1 to i) $(1 - (\%CommissionRate(t-1) + \%GapPremiumRate(t-1))$

	$\frac{+ \% \text{CollatCostRate}(t-1) + \% \text{QuantoRate}(t-1))}{\text{DayCountBasisCommission}} \times (\text{ACT}(t-1;t) /$
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3.2.8.5.2 Specific Definitions relating to the Leveraged Strategy

AdjPrice(i-1)	is determined, for each Valuation Date(i), according to the following formula: $\text{Price}(i-1) - \% \text{DistRate}(i) \times \text{Dist}(i)$
CashRate or CashRate(i)	means, for each Valuation Date(i): (5) the level of the RateOvernight for such Valuation Date(i); or (6) the last available level displayed of RateOvernight, if a level of RateOvernight dated as of such Valuation Date(i), in both cases as determined by the Calculation Agent provided that if in the case of (2) above RateOvernight is not displayed on the RateOvernightScreenPage (or, if applicable, any successor service or page used by the Calculation Agent for the purpose of ascertaining such rate) for a period of more than 7 Valuation Dates and such rate is, in the opinion of the Calculation Agent, reasonably expected to be discontinued (such rate then being the " Discontinued Rate ") then the Calculation Agent shall determine CashRate(i) (a) by selecting a successor rate for such Discontinued Rate which offers similar economic characteristics to the Discontinued Rate or, if the Calculation Agent determines that no such successor rate exists, (b) on the basis of the cost that Société Générale would charge or be charged to borrow cash in the LeveragedStrategyCurrency on an overnight basis.
Leverage(i)	Leverage(0) means LeverageInitial For each subsequent Valuation Date(i), Leverage(i) shall be determined in accordance with the following formula : [Leverage(i) = Leverage(i-1) x Max(Leverage_Floor ; Min(Leverage_Cap ; Target_Volatility / Realized Volatility(i)))] [Leverage(i) = Leverage(i-1) x Max(Leverage_Floor ; Min(Leverage_Cap ; Realized Volatility(i) / Target_Volatility))] Where ; $\text{Realized Volatility}(i) = ((1/N) \times \text{Sum}(t \text{ from } 0 \text{ to } N-1) ((\text{LN}(\text{Price}(i-t) / \text{Price}(i-t-1)))^2 \times \text{Basis} / \text{ACT}(t-i-1 ; t-i)))^{(0.5)}$
Leveraged Strategy Closing Level or LSCL(i)	means, for any Valuation Date(i), the Closing Level of the Leveraged Strategy as of such day (i), as such level may be adjusted in accordance with the terms of Condition 3.2.8.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants.

	<p>Subject to the occurrence of an Intraday Restrike Event (following which the Leveraged Strategy Closing Level will be determined in accordance with Condition 3.2.8.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants), for each Valuation Date(i), the Leveraged Strategy Closing Level as of such Valuation Date(i) is calculated in accordance with the following formulae:</p> <p><u>on Valuation Date(0):</u></p> $\text{LSCL}(0) = \text{LSCLInitial}$ <p><u>on each subsequent Valuation Date(i):</u></p> $\text{LSCL}(i) = \text{Max}(\text{LSCL}(i-1) \times (1 + \text{Leverage}(i) \times ((\text{Price}(i) / \text{AdjPrice}(i-1)) - 1) + (1 - \text{Leverage}(i)) \times \text{Rate}(i-1) \times \text{ACT}(i-1,i) / \text{DayCountBasisRate}), 0)$ <p>For the purposes of determining LSCL(i) on a Valuation Date immediately following an Intraday Restrike Event Reference Day, references to (i-1) in the formula of LSCL(i) above shall be deemed to be references to (i) (as defined in Condition 3.2.8.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants).</p>
Leveraged Strategy Level or LSL(i,v)	<p>means, for any Valuation Date(i) and any Calculation Time(v), the latest level of the Leveraged Strategy as of such Calculation Time(v), as such level may be adjusted in accordance with the terms of Condition 3.2.8.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants.</p> <p>Subject to the occurrence of an Intraday Restrike Event (following which the Leveraged Strategy Level will be determined in accordance with Condition 3.2.8.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants), for each Valuation Date(i) and each Calculation Time(v), the Leveraged Strategy Level as of such Calculation Time(v) is calculated in accordance with the following formula:</p> $\text{LSL}(i,v) = \text{Max}(\text{LSCL}(i-1) \times (1 + \text{Leverage}(i) \times ((\text{Price}(i,v) / \text{AdjPrice}(i-1)) - 1) + (1 - \text{Leverage}(i)) \times \text{Rate}(i-1) \times \text{ACT}(i-1,i) / \text{DayCountBasisRate}), 0)$
Rate or Rate(i)	<p>means, for each Valuation Date(i), an annual rate calculated as of such day in accordance with the following formula:</p> $\text{Rate}(i) = \text{CashRate}(i) - (\text{Leverage}(i) / (\text{Leverage}(i) - 1)) \times \% \text{RepoRate}(i)$
Price(i)	<p>means, in respect of each Valuation Date(i), the Reference Price of the Underlying as of such Valuation Date(i), subject to the adjustments and provisions of the Additional Terms and Conditions relating to such Underlying.</p>
Price(i,v)	<p>means, in respect of each Valuation Date(i) and Calculation Time(v),</p>

	<p><i>[If the Underlying is a Share, an Index, a Depositary Receipt (DR), an Exchange Traded Fund (ETF), a Foreign Exchange Rate, a Commodity, or a Commodity Index]</i></p> <p>[the Intraday Price of the Underlying as of such Valuation Date(i) and Calculation Time(v).]</p> <p><i>[For any other type of Underlying]</i></p> <p>[the latest available price, level or rate (as the case may be) of the Underlying published on the relevant [Exchange] [Price Source] <i>[provide details on relevant source]</i> as of such Valuation Date (i) and Calculation Time (v).]</p>
Calculation Time	means with respect to the Underlying, any time between the TimeReferenceOpening and the TimeReferenceClosing, provided that the relevant data is available to enable the Calculation Agent to determine the Leveraged Strategy Level.

3.2.8.5.3 Distributions and corporate actions affecting the Underlying: Specific Definitions

Dist(i)	means Dist(i-1, i)
Underlying Distributions, or Dist(i1,i2)	<p>means, for any dates (i1) and (i2), the sum of all Gross Ordinary Distributions paid in respect of the Underlying, which have an ex date between (i1) (excluded) and (i2) (included).</p> <p>[If such Gross Ordinary Distribution is not denominated in the currency of the Underlying, this Gross Ordinary Distribution will be converted into such currency by the Calculation Agent using the latest available spot exchange rate as of the FXSourceFixingTime as published on the Valuation Date immediately preceding the relevant Valuation Date(i) by the FXSource. If no such rate is available on the Valuation Date immediately preceding such Valuation Date(i), such rate shall be the first available spot exchange rate as of the FXSourceFixingTime to convert such Gross Ordinary Distribution into the Currency of the Underlying following such Valuation Date(i), as published by the FXSource, or any successor service or page used by the Calculation Agent for the purposes of ascertaining such rate.]</p>

3.2.8.5.4 Extraordinary Strategy Adjustment for Performance Reasons

(i')	means the Intraday Restrike Event Reference Day which corresponds to the Intraday Restrike Event immediately preceding the Calculation Time(v).
AdjPrice(i')	<p>is determined according to the following formula:</p> $\text{AdjPrice}(i') = \text{Price}(i', V_{\text{REF}}(v)) - \% \text{DistRate}(\text{CRD}) \times \text{Dist}(i', \text{CRD})$
AdjPrice(i(REF))	<p>means:</p> <p>(1) if i(REF) is an Intraday Restrike Event Reference Day, then:</p>

	$\text{AdjPrice}(i(\text{REF})) = \text{Price}(i'', v1) - \% \text{DistRate}(i') \times \text{Dist}(i'', i')$ <p>(2) or otherwise:</p> $\text{AdjPrice}(i(\text{REF})) = \text{Price}(i'-1) - \% \text{DistRate}(i') \times \text{Dist}(i'-1, i')$
Extraordinary Strategy Adjustment for Performance Reasons	<p>If the Calculation Agent determines that an Intraday Restrike Event has occurred at a Calculation Time(v) during a Valuation Date(i), an adjustment (an Extraordinary Strategy Adjustment for Performance Reasons) shall take place during such Valuation Date(i) in accordance with the following provisions.</p> <p>The real time calculation of the Leveraged Strategy shall be suspended during the Intraday Restrike Event Observation Period and resume in accordance with Condition 3.2.8.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants within 15 minutes following the end of such Intraday Restrike Event Observation Period (the point of such resumption being the Calculation Resume Time and the day on which such resumption occurs being the Calculation Resume Day or CRD). Should the end of the Intraday Restrike Event Observation Period occur less than 15 minutes before the TimeReferenceClosing on the Intraday Restrike Event Reference Day, the Calculation Resume Time shall be the TimeReferenceClosing which immediately follows the end of the Intraday Restrike Event Observation Period.</p> <p>On each Calculation Resume Day, from the Calculation Resume Time, LSCL(CRD) and LSL(CRD,v) will be determined as follows:</p> <p>For each Calculation Time(v) during such Calculation Resume Day following the end of the Intraday Restrike Event Observation Period, the Leveraged Strategy is calculated according to the following formula:</p> $\text{LSL}(\text{CRD}, v) = \text{LSL}(i', V_{\text{REF}}(v)) \times (1 + \text{Leverage}(\text{CRD})) \times ((\text{Price}(\text{CRD}, v) / \text{AdjPrice}(i'')) - 1) + (1 - \text{Leverage}(\text{CRD})) \times \text{Rate}(i') \times \text{ACT}(i', \text{CRD}) / \text{DayCountBasisRate})$ <p>and at the TimeReferenceClosing of such Calculation Resume Day:</p> $\text{LSCL}(\text{CRD}) = \text{LSL}(i', V_{\text{REF}}(v)) \times (1 + \text{Leverage}(\text{CRD})) \times ((\text{Price}(\text{CRD}) / \text{AdjPrice}(i'')) - 1) + (1 - \text{Leverage}(\text{CRD})) \times \text{Rate}(i') \times \text{ACT}(i', \text{CRD}) / \text{DayCountBasisRate})$
i(REF)	<p>means the latest of (1) the Intraday Restrike Event Reference Day immediately preceding (i') in which case i(REF) is referred to as (i'') and the latest Intraday Restrike Event Reference Time on such Intraday Restrike Event Reference Day is referred to as (v1) and (2) the Valuation Date which immediately precedes (i') in which case i(REF) is referred to as (i'-1).</p>
Intraday Reference Level	<p>means, in respect of Valuation Date(i) and a Calculation Time(v), the Underlying level as of (1) the last Intraday Restrike Event Reference Time preceding and</p>

	excluding such Calculation Time(v) or (2) if no Intraday Restrike Event has occurred on such day, the closing level of the Underlying on the immediately preceding Valuation Date.
Intraday Restrike Event	means, in respect of a Valuation Date(i), the increase at a Calculation Time(v) of the Underlying level above the DailyRestrikePercentage of the relevant Intraday Reference Level at such Calculation Time.
Intraday Restrike Event Observation Period	<p>means in respect of an Intraday Restrike Event, the period starting on and excluding the Intraday Restrike Event Time and finishing on and including the time falling 15 minutes after the Intraday Restrike Event Time.</p> <p>Where, during such 15 minute period, the Calculation Agent determines that (1) (if the Underlying is an Index or a SGI Index) the level of the Underlying is not disseminated by the Underlying Sponsor or, the Underlying Calculation Agent, as the case may be or (2) (for any type of Underlying including, for the avoidance of doubt, an Index or a SGI Index) the Exchange or the Related Exchange is not open for continuous trading, the Intraday Restrike Event Observation Period will be extended to the extent necessary until (1) (if the Underlying is an Index or a SGI Index) the level of the Underlying is calculated and disseminated by the Underlying Sponsor or the Underlying Calculation Agent, as the case may be and (2) (for any type of Underlying including, for the avoidance of doubt, an Index or a SGI Index) the Exchange and the Related Exchange are open for continuous trading for an aggregate period of 15 minutes.</p> <p>If the Intraday Restrike Event Observation Period would not end by the TimeReferenceClosing: (1) such day will not be a Valuation Date for the purposes of determining any element of the Leveraged Strategy, except (a) for the purpose of calculating $LSL(i', v_{REF}(v))$ and $AdjPrice(i')$ (and the constituent parts thereof) corresponding to the applicable Intraday Restrike Event and (b) for the purpose of calculating $LSL(i', v_{REF}(v))$ and $AdjPrice(i')$ (and the constituent parts thereof) with respect to any previous Intraday Restrike Event that has occurred on such day, if any; and (2) such Intraday Restrike Event Observation Period shall be extended to the following Valuation Date to the extent necessary until the Calculation Agent determines that (a) (if the Underlying is an Index or a SGI Index) the level of the Underlying is calculated and disseminated by the Underlying Sponsor or, the Underlying Calculation Agent, as the case may be and (b) (for any type of Underlying including, for the avoidance of doubt, an Index or a SGI Index) the Exchange and the Related Exchange are open for continuous trading for an aggregate period of 15 minutes.</p> <p>For the purpose of determining the Intraday Restrike Event Observation Period only, the Exchange shall not be considered to be open for continuous trading during its closing auction period (as provided under the rules of the Exchange).</p>
Intraday Restrike Event Reference Day	means, in respect of an Intraday Restrike Event Observation Period, the day on which the Intraday Restrike Event Reference Time occurs.
Intraday Restrike	Means [in respect of an Intraday Restrike Event Observation Period, the

Event Reference Time	Calculation Time on which the Leveraged Strategy Level reaches its lowest value during such period] [the end of the Intraday Restrike Event Observation Period].
Intraday Restrike Event Time	means in respect of an Intraday Restrike Event, the Calculation Time on which such event occurs.
LSL(i',V_{REF}(v))	<p>is calculated in accordance with the following formulae:</p> <p>(5) where, in respect of an Intraday Restrike Event, one or more Intraday Restrike Event Times have previously occurred with an Intraday Restrike Event Reference Time occurring on (i'), then (with the latest Intraday Restrike Event Reference Time, immediately preceding V_{REF}(v), being "v1"):</p> $LSL(i',V_{REF}(v)) = LSL(i',v1) \times (1 + \text{Leverage}(i') \times ((\text{Price}(i',V_{REF}(v)) / \text{Price}(i',v1)) - 1))$ <p>Where LSL(i',v1) is determined in accordance with Condition 3.2.8.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants but with "V_{REF}(v)" replaced by "v1".</p> <p>(6) in circumstances other than those set out in (1):</p> $LSL(i',V_{REF}(v)) = LSLREF(i(REF)) \times (1 + \text{Leverage}(i') \times ((\text{Price}(i',V_{REF}(v)) / \text{AdjPrice}(i(REF))) - 1) + (1 - \text{Leverage}(i')) \times \text{Rate}(i(REF)) \times (\text{ACT}(i(REF),i') / \text{DayCountBasisRate}))$
LSLREF(i(REF))	means, if i(REF) is an Intraday Restrike Event Reference Day then LSL(i'',v1); or otherwise LSCL(i'-1).
[Price(i',V_{REF}(v))]	[means the time weighted average price of the Underlying during the Intraday Restrike Event Observation Period.]
V_{REF}(v)	means the latest Intraday Restrike Event Reference Time preceding, and excluding, Calculation Time(v).

3.2.9 Fixed Leverage Bull – Multiplicative Formula and adjusted leverage

If the applicable Final Terms specify that "*Reference of the Product*" is 3.2.9, the following applies:

3.2.9.0 Product Description

- This Product may be subject to Event-linked Early Expiration:
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price relies on the then level of the Leveraged Strategy.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is determined on the basis of the level of the Leveraged Strategy.

The strategy to which the performance of the Warrant is linked is the Leveraged Strategy which consists of leveraged exposure to the Underlying with a leverage factor "**Leverage**" and a hypothetical money market instrument.

The notional exposure of the Leveraged Strategy to the Underlying is revised on each Valuation Date in order to take into account the Leveraged Strategy Closing Level as of the previous Valuation Date, as further described hereinafter.

The leverage embedded in the Leveraged Strategy is revised daily taking into account the target volatility of the Underlying and the realized volatility of the Underlying.

3.2.9.1 Event-linked Early Expiration: Applicable

Early Expiration Event is deemed to have occurred, if on any Valuation Date(i), LSCL(i) [is lower] [is higher] than [or equal to] BarrierLevelAutocall(i).

Early Settlement Price(i) = Notional Amount x Product Formula(i)

Product Formula(T) = BaseSettlementLevel_FSP + (1 / BaseAmount) x Max(InitialValue x (FX(0) / FX(RVD(i))) x (LSCL(RVD(i)) / LSCL(0)) x Hedging Fees Factor(T);0)

3.2.9.2 Final Settlement Price:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP + (1 / BaseAmount) x Max(InitialValue x (FX(0) / FX(T)) x (LSCL(T) / LSCL(0)) x Hedging Fees Factor(T);0)

3.2.9.3 Variable Data:

BarrierLevelAutocall
BaseAmount
BaseCurrency
BaseSettlementLevel_ESP
BaseSettlementLevel_FSP
Basis
DailyRestrikePercentage
DayCountBasisCommission
DayCountBasisRate
FXSource
FXSourceFixingTime
InitialValue
LeverageInitial
Leverage_Cap
Leverage_Floor
Leverage
LeveragedStrategyCurrency
LSCLInitial
N
RateOvernight
RateOvernightScreenPage
Target_Volatility
TimeReferenceClosing
TimeReferenceOpening

The Variable Data are defined under Condition 5.4 herein.

3.2.9.4 Applicable Rates:

%CollatCostRate
 %CommissionRate
 %DistRate
 %GapPremiumRate
 %QuantoRate
 %SpreadLevel

The Applicable Rates are defined under Condition 3.2.0 herein.

3.2.9.5 Specific Definition(s):

3.2.9.5.1 Specific Definitions relating to the determination of the Product Formula

ACT(i-1;i)	Means the number of calendar days between the Valuation Date(i-1) (included) and the Valuation Date(i) (excluded)
FX(i)	means, for any Valuation Date(i), the spot exchange rate as of the FXSourceFixingTime to convert the BaseCurrency into the LeveragedStrategyCurrency in respect of such Valuation Date(i), as published by the FXSource, or any successor thereto. If no such rate is available on such Valuation Date(i), FX(i) shall be the first available spot exchange rate as of the FXSourceFixingTime to convert the BaseCurrency into the LeveragedStrategyCurrency following such day, as published by the FXSource, or any successor thereto.
Hedging Fees Factor(i) (i from 1 to T)	means: $\text{Product}(\text{for } t \text{ from } 1 \text{ to } i) \left(1 - (\% \text{CommissionRate}(t-1) + \% \text{GapPremiumRate}(t-1) + \% \text{CollatCostRate}(t-1) + \% \text{QuantoRate}(t-1)) \right) \times \left(\text{ACT}(t-1;t) / \text{DayCountBasisCommission} \right)$

3.2.9.5.2 Specific Definitions relating to the Leveraged Strategy

AdjPrice(i-1)	is determined, for each Valuation Date(i), according to the following formula: $\text{Price}(i-1) - \% \text{DistRate}(i) \times \text{Dist}(i)$
CashRate or CashRate(i)	means, for each Valuation Date(i): <ol style="list-style-type: none"> (5) the level of the RateOvernight for such Valuation Date(i); or (6) the last available level displayed of RateOvernight, if a level of RateOvernight dated as of such Valuation Date(i), <p>in both cases as determined by the Calculation Agent provided that if in the case of (2) above RateOvernight is not displayed on the RateOvernightScreenPage (or, if applicable, any successor service or page used by the Calculation Agent for the purpose of ascertaining such rate) for a period of more than 7 Valuation Dates and such rate is, in the opinion of the Calculation Agent, reasonably expected to be discontinued (such rate then being the "Discontinued Rate") then the</p>

	Calculation Agent shall determine CashRate(i) (a) by selecting a successor rate for such Discontinued Rate which offers similar economic characteristics to the Discontinued Rate or, if the Calculation Agent determines that no such successor rate exists, (b) on the basis of the cost that Société Générale would charge or be charged to borrow cash in the LeveragedStrategyCurrency on an overnight basis.
Leverage(i)	<p>Leverage(0) means LeverageInitial</p> <p>For each subsequent Valuation Date(i), Leverage(i) shall be determined in accordance with the following formula :</p> $[Leverage(i) = Leverage(i-1) \times \text{Max}(Leverage_Floor ; \text{Min}(Leverage_Cap ; \text{Target_Volatility} / \text{Realized Volatility}(i)))]$ $[Leverage(i) = Leverage(i-1) \times \text{Max}(Leverage_Floor ; \text{Min}(Leverage_Cap ; \text{Realized Volatility}(i) / \text{Target_Volatility}))]$ <p>Where ;</p> $\text{Realized Volatility}(i) = ((1/N) \times \text{Sum}(t \text{ from } 0 \text{ to } N-1) ((\text{LN}(\text{Price}(i-t) / \text{Price}(i-t-1)))^2) \times \text{Basis} / \text{ACT}(t-i-1 ; t-i)))^{(0.5)}$
Leveraged Strategy Closing Level or LSCL(i)	<p>means, for any Valuation Date(i), the Closing Level of the Leveraged Strategy as of such day (i), as such level may be adjusted in accordance with the terms of Condition 3.2.9.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants.</p> <p>Subject to the occurrence of an Intraday Restrike Event (following which the Leveraged Strategy Closing Level will be determined in accordance with Condition 3.2.9.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants), for each Valuation Date(i), the Leveraged Strategy Closing Level as of such Valuation Date(i) is calculated in accordance with the following formulae:</p> <p><u>On Valuation Date(0):</u></p> $\text{LSCL}(0) = \text{LSCLInitial}$ <p><u>On each subsequent Valuation Date(i):</u></p> $\text{LSCL}(i) = \text{Max}(\text{LSCL}(i-1) \times (1 + \text{Leverage}(i) \times ((\text{Price}(i) / \text{AdjPrice}(i-1)) - 1) + (1 - \text{Leverage}(i)) \times \text{Rate}(i-1) \times \text{ACT}(i-1, i) / \text{DayCountBasisRate}), 0)$ <p>For the purposes of determining LSCL(i) on a Valuation Date immediately following an Intraday Restrike Event Reference Day, references to (i-1) in the formula of LSCL(i) above shall be deemed to be references to (i') (as defined in Condition 3.2.9.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants).</p>
Leveraged Strategy Level or	means, for any Valuation Date(i) and any Calculation Time(v), the latest level of the Leveraged Strategy as of such Calculation Time(v), as such level may be

LSL(i,v)	<p>adjusted in accordance with the terms of Condition 3.2.9.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants.</p> <p>Subject to the occurrence of an Intraday Restrike Event (following which the Leveraged Strategy Level will be determined in accordance with Condition 3.2.9.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants), for each Valuation Date(i) and each Calculation Time(v), the Leveraged Strategy Level as of such Calculation Time(v) is calculated in accordance with the following formula:</p> $\text{LSL}(i,v) = \text{Max}(\text{LSCL}(i-1) \times (1 + \text{Leverage}(i) \times ((\text{Price}(i,v) / \text{AdjPrice}(i-1)) - 1) + (1 - \text{Leverage}(i)) \times \text{Rate}(i-1) \times \text{ACT}(i-1,i) / \text{DayCountBasisRate}), 0)$
Rate or Rate(i)	<p>means, for each Valuation Date(i), an annual rate calculated as of such day in accordance with the following formula:</p> $\text{Rate}(i) = \text{CashRate}(i) + \% \text{SpreadLevel}(i)$
Price(i)	<p>means, in respect of each Valuation Date(i), the Reference Price of the Underlying as of such Valuation Date(i), subject to the adjustments and provisions of the Additional Terms and Conditions relating to such Underlying.</p>
Price(i,v)	<p>means, in respect of each Valuation Date(i) and Calculation Time(v),</p> <p><i>[If the Underlying is a Share, an Index, a Depositary Receipt (DR), an Exchange Traded Fund (ETF), a Foreign Exchange Rate, a Commodity, or a Commodity Index]</i></p> <p>[the Intraday Price of the Underlying as of such Valuation Date(i) and Calculation Time(v).]</p> <p><i>[For any other type of Underlying]</i></p> <p>[the latest available price, level or rate (as the case may be) of the Underlying published on the relevant [Exchange] [Price Source][provide details on relevant source] as of such Valuation Date (i) and Calculation Time (v).]</p>
Calculation Time	<p>means with respect to the Underlying, any time between the TimeReferenceOpening and the TimeReferenceClosing, provided that the relevant data is available to enable the Calculation Agent to determine the Leveraged Strategy Level.</p>

3.2.9.5.3 Distributions and corporate actions affecting the Underlying: Specific Definitions

Dist(i)	<p>means Dist(i-1, i)</p>
Underlying Distributions, or Dist(i1,i2)	<p>means, for any dates (i1) and (i2), the sum of all Gross Ordinary Distributions, paid in respect of the Underlying, which have an ex date between (i1) (excluded) and (i2) (included).</p> <p>[If such Gross Ordinary Distribution is not denominated in the currency of the Underlying, this Gross Ordinary Distribution will be converted into such currency]</p>

	by the Calculation Agent using the latest available spot exchange rate as of the FXSourceFixingTime as published on the Valuation Date immediately preceding the relevant Valuation Date(i) by the FXSource. If no such rate is available on the Valuation Date immediately preceding such Valuation Date(i), such rate shall be the first available spot exchange rate as of the FXSourceFixingTime to convert such Gross Ordinary Distribution into the Currency of the Underlying following such Valuation Date(i), as published by the FXSource, or any successor service or page used by the Calculation Agent for the purposes of ascertaining such rate.]
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3.2.9.5.4 Extraordinary Strategy Adjustment for Performance Reasons

(i')	means the Intraday Restrike Event Reference Day which corresponds to the Intraday Restrike Event immediately preceding the Calculation Time(v).
AdjPrice(i')	is determined according to the following formula: $\text{AdjPrice}(i') = \text{Price}(i', V_{\text{REF}}(v)) - \% \text{DistRate}(\text{CRD}) \times \text{Dist}(i', \text{CRD})$
AdjPrice(i(REF))	means, (1) if i(REF) is an Intraday Restrike Event Reference Day; then $\text{AdjPrice}(i(\text{REF})) = \text{Price}(i'', v1) - \% \text{DistRate}(i') \times \text{Dist}(i'', i')$ otherwise: (2) $\text{AdjPrice}(i(\text{REF})) = \text{Price}(i'-1) - \% \text{DistRate}(i') \times \text{Dist}(i'-1, i')$
Extraordinary Strategy Adjustment for Performance Reasons	<p>If the Calculation Agent determines that an Intraday Restrike Event has occurred at a Calculation Time(v) during a Valuation Date(i), an adjustment (an Extraordinary Strategy Adjustment for Performance Reasons) shall take place during such Valuation Date(i) in accordance with the following provisions.</p> <p>The real time calculation of the Leveraged Strategy shall be suspended during the Intraday Restrike Event Observation Period and resume in accordance with Condition 3.2.9.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants within 15 minutes following the end of such Intraday Restrike Event Observation Period (the point of such resumption being the Calculation Resume Time and the day on which such resumption occurs being the Calculation Resume Day or CRD). Should the end of the Intraday Restrike Event Observation Period occur less than 15 minutes before the TimeReferenceClosing on the Intraday Restrike Event Reference Day, the Calculation Resume Time shall be the TimeReferenceClosing which immediately follows the end of the Intraday Restrike Event Observation Period.</p> <p>On each Calculation Resume Day, from the Calculation Resume Time, LSCL(CRD) and LSL(CRD,v) will be determined as follows:</p> <p>For each Calculation Time(v) during such Calculation Resume Day following the end of the Intraday Restrike Event Observation Period, the Leveraged Strategy is calculated according to the following formula:</p> $\text{LSL}(\text{CRD}, v) = \text{LSL}(i', V_{\text{REF}}(v)) \times (1 + \text{Leverage}(\text{CRD})) \times ((\text{Price}(\text{CRD}, v) /$

	$\text{AdjPrice}(i') - 1) + (1 - \text{Leverage}(\text{CRD})) \times \text{Rate}(i') \times \text{ACT}(i', \text{CRD}) / \text{DayCountBasisRate})$ <p>And at the TimeReferenceClosing of such Calculation Resume Day:</p> $\text{LSCL}(\text{CRD}) = \text{LSL}(i', v_{\text{REF}}(v)) \times (1 + \text{Leverage}(\text{CRD})) \times ((\text{Price}(\text{CRD}) / \text{AdjPrice}(i')) - 1) + (1 - \text{Leverage}(\text{CRD})) \times \text{Rate}(i') \times \text{ACT}(i', \text{CRD}) / \text{DayCountBasisRate})$
i(REF)	means the latest of (1) the Intraday Restrike Event Reference Day immediately preceding (i') in which case i(REF) is referred to as (i'') and the latest Intraday Restrike Event Reference Time on such Intraday Restrike Event Reference Day is referred to as (v1) and (2) the Valuation Date which immediately precedes (i') in which case i(REF) is referred to as (i'-1).
Intraday Reference Level	means in respect of Valuation Date(i) and a Calculation Time(v), the Underlying level as of (1) the last Intraday Restrike Event Reference Time preceding and excluding such Calculation Time(v) or (2) if no Intraday Restrike Event has occurred on such day, the closing level of the Underlying on the immediately preceding Valuation Date.
Intraday Restrike Event	means in respect of a Valuation Date(i), the decrease at a Calculation Time(v) of the Underlying level below the DailyRestrikePercentage of the relevant Intraday Reference Level at such Calculation Time.
Intraday Restrike Event Observation Period	<p>means in respect of an Intraday Restrike Event, the period starting on and excluding the Intraday Restrike Event Time and finishing on and including the time falling 15 minutes after the Intraday Restrike Event Time.</p> <p>Where, during such 15 minute period, the Calculation Agent determines that (1) (if the Underlying is an Index or a SGI Index) the level of the Underlying is not disseminated by the Underlying Sponsor or, the Underlying Calculation Agent, as the case may be or (2) (for any type of Underlying including, for the avoidance of doubt, an Index or a SGI Index) the Exchange or the Related Exchange is not open for continuous trading, the Intraday Restrike Event Observation Period will be extended to the extent necessary until (1) (if the Underlying is an Index or a SGI Index) the level of the Underlying is calculated and disseminated by the Underlying Sponsor or, the Underlying Calculation Agent, as the case may be and (2) (for any type of Underlying including, for the avoidance of doubt, an Index or a SGI Index) the Exchange and the Related Exchange are open for continuous trading for an aggregate period of 15 minutes.</p> <p>If the Intraday Restrike Event Observation Period would not end by the TimeReferenceClosing: (1) such day will not be a Valuation Date for the purposes of determining any element of the Leveraged Strategy, except (a) for the purpose of calculating $\text{LSL}(i', v_{\text{REF}}(v))$ and $\text{AdjPrice}(i')$ (and the constituent parts thereof) corresponding to the applicable Intraday Restrike Event and (b) for the purpose of calculating $\text{LSL}(i', v_{\text{REF}}(v))$ and $\text{AdjPrice}(i')$ (and the constituent parts thereof) with respect to any previous Intraday Restrike Event that has occurred on such day, if any; and (2) such Intraday Restrike Event Observation Period shall be extended to the following Valuation Date to the extent necessary until the Calculation Agent determines that (a) (if the Underlying is an Index or a SGI Index) the level of the Underlying is calculated and disseminated by the Underlying Sponsor or, the Underlying Calculation Agent, as the case may be and (b) (for any type of Underlying including, for the avoidance of doubt, an Index or a SGI Index) the Exchange and the Related Exchange are open for continuous trading for an</p>

	<p>aggregate period of 15 minutes.</p> <p>For the purpose of determining the Intraday Restrike Event Observation Period only, the Exchange shall not be considered to be open for continuous trading during its closing auction period (as provided under the rules of the Exchange).</p>
Intraday Restrike Event Reference Day	means in respect of an Intraday Restrike Event Observation Period, the day on which the Intraday Restrike Event Reference Time occurs.
Intraday Restrike Event Reference Time	means [in respect of an Intraday Restrike Event Observation Period, [the Calculation Time on which the Leveraged Strategy Level reaches its lowest value during such period]][the end of the Intraday Restrike Event Observation Period]
Intraday Restrike Event Time	means in respect of an Intraday Restrike Event, the Calculation Time on which such event occurs.
LSL(i',V_{REF}(v))	<p>is calculated in accordance with the following formulae:</p> <p>(1) where, in respect of an Intraday Restrike Event, one or more Intraday Restrike Event Times have previously occurred with an Intraday Restrike Event Reference Time occurring on (i'), then (with the latest Intraday Restrike Event Reference Time immediately preceding V_{REF}(v) being "v1"):</p> $LSL(i',V_{REF}(v)) = LSL(i',v1) \times (1 + \text{Leverage}(i') \times ((\text{Price}(i',V_{REF}(v)) / \text{Price}(i',v1)) - 1))$ <p>Where LSL(i',v1) is determined in accordance with Condition 3.2.9.5.4 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants but with "V_{REF}(v)" replaced by "v1".</p> <p>(2) In circumstances other than those set out in (1):</p> $LSL(i',V_{REF}(v)) = LSLREF(i(REF)) \times (1 + \text{Leverage}(i') \times ((\text{Price}(i',V_{REF}(v)) / \text{AdjPrice}(i(REF))) - 1) + (1 - \text{Leverage}(i') \times \text{Rate}(i(REF)) \times (\text{ACT}(i(REF),i') / \text{DayCountBasisRate})))$
LSLREF(i(REF))	means, if i(REF) is an Intraday Restrike Event Reference Day; then LSL(i'',v1); or otherwise LSCL(i'-1).
[Price(i',V_{REF}(v))]	[means the time weighted average price of the Underlying during the Intraday Restrike Event Observation Period.]
V_{REF}(v)	means the latest Intraday Restrike Event Reference Time preceding, and excluding, Calculation Time(v).

3.3 FAMILY OF TURBO PRODUCTS

Set out below the list of Turbo Products, the reference of which will be specified in the applicable Final Terms in the paragraph "Reference of the Product":

Reference of the Product	Product
3.3.1	Turbo
3.3.2	Turbo on futures
3.3.3	Rolling Turbo
3.3.4	Rolling Turbo on futures

3.3.0.1 Definitions relating to Applicable Rates

%DistRate(i) means [%DistRateInitial as of Valuation Date(0). For each subsequent Valuation Date(i), the value of %DistRate(i) may be amended by the Calculation Agent in order to reflect] [for each Valuation Date(i) a rate determined by the Calculation Agent as] the percentage of Dist(i) that would be received by a hypothetical investor located in ReferenceCountry, net of any withholding tax, before application of any tax credit and assuming that such hypothetical investor does not benefit from double taxation treaties.

%FinancingRate[A/B](i) means [%FinancingRate[A/B]Initial as of Valuation Date(0). For each subsequent Valuation Date(i), the value of %FinancingRate[A/B](i) may be amended by the Calculation Agent in order to reflect] [for each Valuation Date(i) a rate which shall be determined with respect to such Valuation Date (i) by the Calculation Agent as] a hypothetical remuneration rate (or borrowing rate, as the case may be) in respect of a cash holding or borrowing, as the case may be.

%Percentage(i) means, for each Valuation Date(i), a percentage applied to the Exercise Price to determine the StopLossLevelCurrent as determined by the Calculation Agent.

%QuantoRate(i) means [%QuantoRateInitial as of Valuation Date(0). For each subsequent Valuation Date(i), the value of %QuantoRate(i) may be amended by the Calculation Agent in order to reflect] [for each Valuation Date(i) an annual rate which shall be determined by the Calculation Agent with respect to such Valuation Date(i) as] the [carry] [and]/[or] [hedging] cost of the foreign exchange risk estimated or realized.

%RepoRate(i) means [%RepoRateInitial as of Valuation Date(0). For each subsequent Valuation Date(i), the value of %RepoRate(i) may be amended by the Calculation Agent in order to reflect] [for each Valuation Date(i) an annual rate which shall be determined with respect to such Valuation Date(i) by the Calculation Agent as] the cost or gain that would be incurred by the Issuer (or any of its affiliates) if it were to borrow or lend hedging instruments in respect of the Warrant.

3.3.0.1.1 Variable Data:

%DistRateInitial
 %FinancingRate[A/B]Initial
 %QuantoRateInitial
 %RepoRateInitial
 ReferenceCountry

The Variable Data are defined under Condition 5.4 herein.

3.3.0.2 Provisions applicable to Turbo Products with Exercise Price Adjustment

3.3.0.2.1 If the applicable Final Terms specify that "Exercise Price Adjustment without Foreign Exchange Guarantee" is applicable, the following applies.

3.3.0.2.1.1 Exercise Price:

Exercise Price (i)	<p>The Exercise Price (i) in respect of any Valuation Date(i) is determined in accordance with the following:</p> <p>On Valuation Date(0):</p> <p>Exercise Price (0) = ExercisePriceInitial</p> <p>For each subsequent Valuation Date(i), Exercise Price(i) shall be determined in accordance with the following formula:</p> $\text{Exercise Price (i)} = \text{Exercise Price(i-1)} \times (1 + \% \text{FinancingRate(i-1)} - \% \text{RepoRate(i)})^{\text{ACT(i-1;i)/DayCountBasis}} - \% \text{DistRate(i)} \times \text{Dist(i)}$ <p>[If Valuation Date(i) is the Final Valuation Date or an Early Expiration Event has occurred on such date, Exercise Price(i) will be converted into the Settlement Currency by the Calculation Agent using the latest available spot exchange rate as of the FXSourceFixingTime1 as published on [the Valuation Date immediately preceding]Valuation Date(i) by the FXSource1. If no such rate is available on [the Valuation Date immediately preceding]such Valuation Date(i), such rate shall be the first available spot exchange rate as of the FXSourceFixingTime1 to convert Exercise Price(i) into the Settlement Currency following such day, as published by the FXSource1, or any successor service or page used by the Calculation Agent for the purposes of ascertaining such rate.]</p>
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3.3.0.2.1.2 Variable Data

DaycountBasis
ExercisePriceInitial
FXSource1
FXSourceFixingTime1

The Variable Data are defined under Condition 5.4 herein.

3.3.0.2.1.3 Applicable Rates

%DistRate
%FinancingRate
%RepoRate

The Applicable Rates are defined under Condition 3.3.0.1 herein.

3.3.0.2.1.4 Specific Definition(s):

Dist(i)	<p>means, for any Valuation Date(i), the Gross Ordinary Distributions, in respect of the Underlying, which may be detached with an ex date between Valuation Date(i-1) excluded and Valuation Date(i) included.</p> <p>[If such Gross Ordinary Distribution is not denominated in TurboCurrency, this Gross Ordinary Distribution will be converted into such currency by the Calculation Agent using the latest available spot exchange rate as of the FXSourceFixingTime2 as published on [the Valuation Date immediately preceding]Valuation Date(i) by the FXSource2. If no such rate is available on [the Valuation Date immediately preceding]such Valuation Date(i), such rate shall be the first available spot exchange rate as of the FXSourceFixingTime2 to convert such Gross Ordinary Distribution into TurboCurrency following such day, as published by the FXSource2, or any successor service or page used by the Calculation Agent for the purposes of ascertaining such rate.]</p>
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3.3.0.2.1.4.1 Variable Data

TurboCurrency

FXSource2

FXSourceFixingTime2

The Variable Data are defined under Condition 5.4 herein.

3.3.0.2.2 If the applicable Final Terms specify that "*Exercise Price Adjustment with Foreign Exchange Guarantee*" is applicable, the following provisions apply:

3.3.0.2.2.1 Exercise Price:

Exercise Price (i)	<p>The Exercise Price (i) in respect of any Valuation Date(i) is determined in accordance with the following formulae:</p> <p>On Valuation Date(0):</p> <p>Exercise Price (0) = ExercisePriceInitial</p> <p>For each subsequent Valuation Date(i), Exercise Price(i) shall be determined in accordance with the following formula:</p> $\text{Exercise Price (i)} = \text{Price(i-1)} \times (1 + \% \text{FinancingRateA(i-1)} - \% \text{RepoRate(i)})^{(\text{ACT(i-1;i)}/\text{DayCountBasis})} + (\text{Exercise Price(i-1)} - \text{Price(i-1)}) \times (1 + \% \text{FinancingRateB(i-1)})^{(\text{ACT(i-1;i)}/\text{DayCountBasis})} + \% \text{QuantoRate(i-1)} - \% \text{DistRate(i)} \times \text{Dist(i)}$
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3.3.0.2.2.2 Variable Data:

DaycountBasis

ExercisePriceInitial

The Variable Data are defined under Condition 5.4 herein.

3.3.0.2.2.3 Applicable Rates:

%DistRate

%FinancingRateA
 %FinancingRateB
 %QuantoRate
 %RepoRate

The Applicable Rates are defined under Condition 3.3.0.1 herein.

3.3.0.2.2.4 Specific Definition(s):

Dist(i)	<p>means, for any Valuation Date(i), the Gross Ordinary Distributions, in respect of the Underlying, which may be detached with an ex date between Valuation Date(i-1) excluded and Valuation Date(i) included.</p> <p>[If such Gross Ordinary Distribution is not denominated in TurboCurrency, this Gross Ordinary Distribution will be converted into such currency by the Calculation Agent using the latest available spot exchange rate as of the FXSourceFixingTime1 as published on [the Valuation Date immediately preceding] Valuation Date(i) by the FXSource1. If no such rate is available on [the Valuation Date immediately preceding] such Valuation Date(i), such rate shall be the first available spot exchange rate as of the FXSourceFixingTime1 to convert such Gross Ordinary Distribution into TurboCurrency following such day, as published by the FXSource1, or any successor service or page used by the Calculation Agent for the purposes of ascertaining such rate.]</p>
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3.3.0.2.2.4.1 Variable Data

TurboCurrency
 FXSource1
 FXSourceFixingTime1

The Variable Data are defined under Condition 5.4 herein.

3.3.0.2.3 If the applicable Final Terms specify that "*Exercise Price Adjustment without Foreign Exchange Guarantee for Turbo on Futures*" is applicable, the following applies.

3.3.0.2.3.1 Exercise Price:

Exercise Price (i)[t]	<p>The Exercise Price (i)[t] in respect of any [Valuation Date(i)][calendar day(t)] is determined in accordance with the following:</p> <p>On Valuation Date(0):</p> <p>Exercise Price (0) = ExercisePriceInitial</p> <p>For each subsequent [Valuation Date(i)][calendar day(t)], Exercise Price (i)[t] shall be determined in accordance with the following formula:</p> <p>If [Valuation Date(i)][calendar day(t)] is not a Rolling Date</p> <p>Exercise Price (i)[t] = Exercise Price(i)[t-1] x (1 + Spread)^(ACT(i)[t]-</p>
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	$1;[i][t])/DayCountBasis)$ If[Valuation Date(i)][calendar day(t)] is a Rolling Date $Exercise\ Price\ ([i][t]) = Exercise\ Price([i][t]-1) \times (1 + Spread)^{(ACT([i][t]-1;[i][t])/DayCountBasis) - RollSpread([i][t])}$
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Where RollSpread([i][t]) and Rolling Date are defined in Condition **3.3.2.5** below and

3.3.0.2.3.2 Variable Data

DaycountBasis
ExercisePriceInitial
Spread

The Variable Data are defined under Condition 5.4 herein.

3.3.1 Turbo

If the applicable Final Terms specify that "*Reference of the Product*" is 3.3.1, the following provisions apply:

3.3.1.0 Product Description

- This Product may be subject to Event-linked Early Expiration:
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price relies on the then UnderlyingPrice.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is determined on the basis of the UnderlyingPrice.

3.3.1.1 Event-linked Early Expiration: Applicable

Early Expiration Event is deemed to have occurred, if on any Valuation Date(i), and on any Calculation Time (v), Price(i,v) is [lower than] [higher than] [or equal to] StopLossLevelCurrent(i) (even if such Valuation Date(i) is subject to a Market Disruption Event or Disruption Event):

$$Early\ Settlement\ Price(i) = UnderlyingPrice_ESP(RVD(i)) / FX(RVD(i))$$

3.3.1.2 Final Settlement Price:

$$Final\ Settlement\ Price = UnderlyingPrice_FSP(RVD(T)) / FX(RVD(T))$$

3.3.1.3 Variable Data:

BaseCurrency
FXSource
FXSourceFixingTime
StopLossEventPeriod
StopLossLevelInitial

TimeReferenceClosing
TimeReferenceOpening
TurboCurrency

The Variable Data are defined under Condition 5.4 herein.

3.3.1.4. Applicable Rates:

%Percentage

The Applicable Rate is defined under Condition 3.3.0.1 herein.

3.3.1.5 Specific Definition(s):

FX(i)	means, for any Valuation Date(i), the spot exchange rate as of the FXSourceFixingTime to convert the BaseCurrency into the TurboCurrency in respect of such Valuation Date(i), as published by the FXSource, or any successor thereto. If no such rate is available on such Valuation Date(i), FX(i) shall be the first available spot exchange rate as of the FXSourceFixingTime to convert the BaseCurrency into the TurboCurrency following such day, as published by the FXSource, or any successor thereto.
Price(i,v)	means, in respect of each Valuation Date(i) and Calculation Time(v), <i>[If the Underlying is a Share, an Index, a Depositary Receipt (DR), an Exchange Traded Fund (ETF), a Foreign Exchange Rate, a Commodity, or a Commodity Index]</i> [the Intraday Price of the Underlying as of such Valuation Date(i) and Calculation Time(v).] <i>[For any other type of Underlying]</i> [the latest available price, level or rate (as the case may be) of the Underlying published on the relevant [Exchange] [Price Source][provide details on relevant source] as of such Valuation Date (i) and Calculation Time (v).]
Price(i)	means, in respect of each Valuation Date(i), the Reference Price of the Underlying as of such Valuation Date(i), subject to the adjustments and provisions of the Additional Terms and Conditions relating to such Underlying.
Calculation Time	means with respect to the Underlying, any time between the TimeReferenceOpening and the TimeReferenceClosing.
StopLossLevelCurrent(i)	[means, in respect of Valuation Date(i), a level which is determined in accordance with the following formulae: $\text{StopLossLevelCurrent}(0) = \text{StopLossLevelInitial}$ For each Valuation Date(i) subsequent to the Initial Valuation Date: if Valuation Date(i) is an Actualisation Date: $\text{StopLossLevelCurrent}(i) = \text{Exercise Price}(i) \times (1 + \% \text{Percentage}(i))$

	<p>if Valuation Date(i) is not an Actualisation Date:</p> $\text{StopLossLevelCurrent}(i) = \text{StopLossLevelCurrent}(i-1)]$ <p>[means, in respect of Valuation Date(i), StopLossLevelInitial]</p>
UnderlyingPrice_ESP(i)	<p>means, in respect of Valuation Date(i),</p> <p>[If Option Extremum is applicable]</p> <p>the [lowest][highest] level of the Price(i,v) during the StopLossEventPeriod.</p> <p>[If Option Unwind is applicable]</p> <p>[the value of the Underlying determined by the Calculation Agent on the basis of the price obtained in unwinding the hedging transactions entered into in connection with the Warrants during the StopLossEventPeriod immediately following the occurrence of an Early Expiration Event. UnderlyingPrice_ESP will be at the [minimum] [maximum] the [lowest] [highest] quotation of the Underlying ascertained by the Calculation Agent during such StopLossEventPeriod.]</p> <p>[If Option TWAP is applicable]</p> <p>the time weighted average level of the Price(i,v) during the StopLossEventPeriod</p> <p>[If option No Period is applicable]</p> <p>[StopLossLevelCurrent(i)]</p>
UnderlyingPrice_FSP(i)	<p>means, in respect of Valuation Date(i), Price(i).</p>
[Actualisation Date]	<p>[means:</p> <p>(1) the 15th calendar day of each calendar month or if such date is not a Valuation Date, the immediately succeeding Valuation Date; and</p> <p>(2) each day as of which [if the Underlying is a Share] [a Potential Adjustment Event] [if the Underlying is not a Share] [[any event or corporate action which gives rise to an adjustment made by the Calculation Agent in respect of the Additional Terms and Conditions for the Underlying]] occurs or which is an ex date in respect of a Gross Ordinary Distribution for the Underlying.</p> <p>[If the Underlying is a future contract:]</p> <p>[(3) each day on which the underlying future contract is rolled]]</p>

3.3.2 Turbo on futures

If the applicable Final Terms specify that "*Reference of the Product*" is 3.3.2, the following provisions apply:

3.3.2.0 Product Description

- This Product may be subject to Event-linked Early Expiration:
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price relies on the then UnderlyingPrice.

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is determined on the basis of the UnderlyingPrice.

3.3.2.1 Event-linked Early Expiration: Applicable

An Early Expiration Event is deemed to have occurred if on any [Valuation Date (i)][calendar day(t)], and on any Calculation Time (v), $\text{Price}([i][t], [i][t], v)$ is lower than or equal to $\text{StopLossLevelCurrent}([i][t])$ [(even if such [Valuation Date (i)][calendar day(t)] is subject to a Market Disruption Event)].

$$\text{Early Settlement Price}([i][t]) = \text{UnderlyingPrice_ESP}(\text{RVD}([i][t])) / \text{FX}(\text{RVD}([i][t]))$$

3.3.2.2 Final Settlement Price:

$$\text{Final Settlement Price} = \text{UnderlyingPrice_FSP}(\text{RVD}(T)) / \text{FX}(\text{RVD}(T))$$

3.3.2.3 Variable Data:

BaseCurrency
FXSource
FXSourceFixingTime
Roll Schedule
StopLossEventPeriod
StopLossLevelInitial
TimeReferenceClosing
TimeReferenceOpening
TurboCurrency

The Variable Data are defined under Condition 5.4 herein.

3.3.2.4 Applicable Rates:

%Percentage

The Applicable Rate is defined under Condition 3.3.0.1 herein.

3.3.2.5 Specific Definition(s):

Active Future Contract ([i][t])	<p>Means, in respect of each [Valuation Date (i)][calendar day(t)], a [future contract] [Commodity] which is determined in accordance with the following:</p> <p>If [Valuation Date (i)][calendar day(t)] is a Rolling Date: Active Future Contract ([i][t]) is Target Active Future Contract ([i][t])</p> <p>If [Valuation Date (i)][calendar day(t)] is not a Rolling Date: Active Future Contract ([i][t]) is Active Future Contract ([i][t]-1)</p> <p>Where Active Future Contract ([i][t]-1) is the Active Future Contract as of [Valuation Date(i-1)][calendar day(t-1)]</p>
FX([i][t])	<p>means, for any [Valuation Date (i)][calendar day(t)], the spot exchange rate as of the FXSourceFixingTime to convert the BaseCurrency into the TurboCurrency in respect of such [Valuation Date (i)][calendar day(t)], as published by the FXSource,</p>

	or any successor thereto. If no such rate is available on such [Valuation Date (i)][calendar day(t)], FX([i][t]) shall be the first available spot exchange rate as of the FXSourceFixingTime to convert the BaseCurrency into the TurboCurrency following such day, as published by the FXSource, or any successor thereto.
Price([i][t],[i][t],v)	means, in respect of a [Valuation Date (i)][calendar day(t)] and a Calculation Time(v), the Intraday Price of Active Future Contract ([i][t]) as defined in the relevant Additional Terms and Conditions as of such [Valuation Date (i)][calendar day(t)] and Calculation Time(v).
Price([i][t]-1,[i][t])	means, in respect of each [Valuation Date (i)][calendar day(t)], the [Commodity] Reference Price of Active Future Contract ([i][t]-1) as of such [Valuation Date (i)][calendar day(t)], subject to the adjustments and provisions of the relevant Additional Terms and Conditions.
Price([i][t],[i][t])	[means, in respect of each [Valuation Date (i)][calendar day(t)], the [Commodity] Reference Price] of Active Future Contract ([i][t]) as of such [Valuation Date (i)][calendar day(t)], subject to the adjustments and provisions of the relevant Additional Terms and Conditions.
Rolling Date(s)	Valuation Date (0) Then: The [[Commodity] Business Day] <i>specify</i> [before][on] the expiry date of the Active Future Contract.
RollSpread([i][t])	Means in respect of a [Valuation Date (i)][calendar day(t)] which is a Rolling Date, a number determined in accordance with the following: $\text{RollSpread}([i][t]) = \text{Price}([i][t],[i][t]) - \text{Price}([i][t]-1,[i][t])$
Target Active Future Contract ([i][t])	Means, in respect of each [Valuation Date (i)][calendar day(t)], a [future contract] [Commodity] which is determined in accordance with the Roll Schedule.
Calculation Time	means with respect to the Underlying, any time between the TimeReferenceOpening and the TimeReferenceClosing.
StopLossLevelCurrent([i][t])	means, in respect of [Valuation Date (i)][calendar day(t)], a level which is determined in accordance with the following formulae: $\text{StopLossLevelCurrent}(0) = \text{StopLossLevelInitial}$ For each [Valuation Date (i)][calendar day(t)] subsequent to the [Initial Valuation Date][Issue Date]: if [Valuation Date (i)][calendar day(t)] is an Actualisation Date: $\text{StopLossLevelCurrent}([i][t]) = [\text{Exercise Price}([i][t])] \times (1 + \% \text{Percentage}([i][t]))$

	<p>if [Valuation Date (i)][calendar day(t)] is not an Actualisation Date:</p> <p>StopLossLevelCurrent([i][t]) = StopLossLevelCurrent([i][t]-1)</p>
UnderlyingPrice_ESP([i][t])	<p>means, in respect of [Valuation Date (i)][calendar day(t)],</p> <p><i>[If Option Extremum is applicable]</i></p> <p>the [lowest][highest] level of the Price([i][t],[i][t],v) during the StopLossEventPeriod.</p> <p><i>[If Option Unwind is applicable]</i></p> <p>[the value of the Underlying determined by the Calculation Agent on the basis of the price obtained in unwinding the hedging transactions entered into in connection with the Warrants during the StopLossEventPeriod immediately following the occurrence of an Early Expiration Event. UnderlyingPrice_ESP will be at the [minimum] [maximum] the [lowest] [highest] quotation of the Underlying ascertained by the Calculation Agent during such StopLossEventPeriod.]</p> <p><i>[If Option TWAP is applicable]</i></p> <p>the time weighted average level of the Price([i][t],[i][t],v) during the StopLossEventPeriod</p> <p><i>[If option No Period is applicable]</i></p> <p>[StopLossLevelCurrent(i)]</p>
UnderlyingPrice_FSP([i][t])	<p>means, in respect of a [Valuation Date (i)][calendar day(t)], Price([i][t],[i][t]).</p>
Actualisation Date	<p>means:</p> <ul style="list-style-type: none"> - [the 15th calendar day of each calendar month or if such date is not a Valuation Date, the immediately succeeding Valuation Date] [;] [and] - [each day which is a Roll Date] [;] [and] - [specify]

3.3.3 Rolling Turbo

If the applicable Final Terms specify that "Reference of the Product" is 3.3.3., the following provisions apply:

3.3.3.0 Product Description

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is determined on the basis of the UnderlyingPrice and the Scaling Factor.

3.3.3.1 Event-linked Early Expiration: Not applicable

3.3.3.2 Final Settlement Price:

Final Settlement Price = UnderlyingPrice_FSP(RVD(T)) / FX(RVD(T)) x ScalingFactor(RVD(T))

3.3.3.3 Variable Data:

BaseCurrency
FXSource
FXSourceFixingTime
ObservationPeriod
StopLossLevelInitial
TimeReferenceClosing
TimeReferenceOpening
TurboCurrency

The Variable Data are defined under Condition 5.4 herein.

3.3.3.4 Applicable Rates:

%Percentage

The Applicable Rate is defined under Condition 3.3.0.1 herein.

3.3.3.5 Specific Definition(s):

3.3.3.5.1 Specific Definitions relating to the determination of the Product Formula

FX(i)	means, for any Valuation Date(i), the spot exchange rate as of the FXSourceFixingTime to convert the BaseCurrency into the TurboCurrency in respect of such Valuation Date(i), as published by the FXSource, or any successor thereto. If no such rate is available on such Valuation Date(i), FX(i) shall be the first available spot exchange rate as of the FXSourceFixingTime to convert the BaseCurrency into the TurboCurrency following such day, as published by the FXSource, or any successor thereto.
Price(i,v)	means, in respect of each Valuation Date(i) and Calculation Time(v), <i>[If the Underlying is a Share, an Index, a Depositary Receipt (DR), an Exchange Traded Fund (ETF), a Foreign Exchange Rate, a Commodity, or a Commodity Index]</i> [the Intraday Price of the Underlying as of such Valuation Date(i) and Calculation Time(v).] <i>[For any other type of Underlying]</i> [the latest available price, level or rate (as the case may be) of the Underlying published on the relevant [Exchange] [Price Source][provide details on relevant source] as of such Valuation Date (i) and Calculation Time (v).]
Price(i)	means, in respect of each Valuation Date(i), the Reference Price of the Underlying as of such Valuation Date(i), subject to the adjustments and provisions of the

	Additional Terms and Conditions relating to such Underlying.
Calculation Time	means with respect to the Underlying, any time between the TimeReferenceOpening and the TimeReferenceClosing.
UnderlyingPrice_F SP(i)	means, in respect of Valuation Date(i), Price(i).
Actualisation Date	<p>means:</p> <p>(1) the 15th calendar day of each calendar month or if such date is not a Valuation Date, the immediately succeeding Valuation Date; and</p> <p>(2) each day as of which [<i>if the Underlying is a Share</i>] [a Potential Adjustment Event] [<i>if the Underlying is not a Share</i>] [any event or corporate action which gives rise to an adjustment made by the Calculation Agent in respect of the Additional Terms and Conditions for the Underlying] occurs or which is an ex date in respect of a Gross Ordinary Distribution for the Underlying.</p> <p>(3) each Restrike Date.</p> <p>[<i>If the Underlying is a future contract:</i>]</p> <p>[(4) each day on which the underlying future contract is rolled]</p>

3.3.3.5.1 Specific Definitions relating to the Restrike Event

Restrike Event	<p>A Restrike Event is deemed to have occurred, if on any Valuation Date(i) following the Initial Valuation Date (excluded), and on any Calculation Time (v), Price(i,v) is [lower than] [higher than] [or equal to] StopLossLevelCurrent(i) (even if such Valuation Date(i) is subject to a Market Disruption Event or Disruption Event).</p> <p>Following the occurrence of a Restrike Event, at the end of the ObservationPeriod,</p> <p>(1) the level of Exercise Price(i) shall be adjusted as follows: Unadjusted Exercise Price(i) is defined as the level of Exercise Price(i) prior to the occurrence of such Restrike Event. Exercise Price(i) shall then be redefined as follows: $\text{Exercise Price}(i) = (\text{UnderlyingPrice_RSD}(i) / \text{FX_Restrike}(i)) \times (1 - (1/\text{TargetLeverage}))$</p> <p>(2) StopLossLevelCurrent(i) shall be adjusted as and equal to Exercise Price(i) x (1 + %Percentage(i)).</p> <p>(3) Scaling Factor(i) shall be adjusted as follows: Unadjusted Scaling Factor(i) is defined as the level of Scaling Factor(i) prior to the occurrence of such Restrike Event. Scaling Factor (i) shall then be redefined as follows: $\text{Scaling Factor (i)} = \frac{\text{Unadjusted Scaling Factor}(i) \times ((\text{UnderlyingPrice_RSD}(i) / \text{FX_Restrike}(i)) - \text{Unadjusted Exercise Price}(i))}{((\text{UnderlyingPrice_RSD}(i) / \text{FX_Restrike}(i)) - \text{Exercise Price}(i))}$</p>
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FX_Restrike(i)	<p>means the spot exchange rate to convert the BaseCurrency into the TurboCurrency, as published by the FXSource, or any successor thereto on the Restrike Date as of the following time:</p> <p><i>[If Option Extremum is applicable]</i></p> <p>[the time at which the [lowest][highest] level of Price(i,v) is reached during the ObservationPeriod.]</p> <p><i>[If Option Unwind or if Option TWAP is applicable]</i></p> <p>[the end of the ObservationPeriod]</p> <p>Provided that, if no such rate is available on such time, FX(i) shall be the first next available spot exchange rate thereafter convert the BaseCurrency, as published by the FXSource, or any successor thereto.</p>
Restrike Date	<p>means the Initial Valuation Date and thereafter any Valuation Date(i) on which at least one Restrike Event Occurs</p>
Scaling Factor(i)	<p>means, in respect of Valuation Date(i), a multiplicative factor which is determined in accordance with the following formulae:</p> $\text{Scaling Factor}(0) = 1$ <p>For each Valuation Date(i) subsequent to the Initial Valuation Date:</p> <p>if Valuation Date(i) is a Restrike Date: the factor determined in accordance with the "Restrike Event" section</p> <p>if Valuation Date(i) is not a Restrike Date: Scaling Factor(i-1)</p>
StopLossLevelCurrent(i)	<p>means, in respect of Valuation Date(i), a level which is determined in accordance with the following formulae:</p> $\text{StopLossLevelCurrent}(0) = \text{StopLossLevelInitial}$ <p>For each Valuation Date(i) subsequent to the Initial Valuation Date:</p> <p>if Valuation Date(i) is an Actualisation Date:</p> $\text{StopLossLevelCurrent}(i) = \text{Exercise Price}(i) \times (1 + \% \text{Percentage}(i))$ <p>if Valuation Date(i) is not an Actualisation Date:</p> $\text{StopLossLevelCurrent}(i) = \text{StopLossLevelCurrent}(i-1)$
TargetLeverage	<p>Means a target leverage determined in accordance with the following formula:</p> $\text{TargetLeverage} = \text{Price}(0) / (\text{Price}(0) - \text{Exercise Price}(0))$
UnderlyingPrice_RSD(i)	<p>Means:</p> <p>in respect of the Initial Valuation Date:</p>

	<p>Price(0)</p> <p>in respect of any subsequent Restrike Date,</p> <p>[If Option Extremum is applicable]</p> <p>the [lowest][highest] level of the Price(i,v) during the ObservationPeriod.</p> <p>[If Option Unwind is applicable]</p> <p>[the value of the Underlying determined by the Calculation Agent on the basis of the price obtained in unwinding the hedging transactions entered into in connection with the Warrants during the ObservationPeriod immediately following the occurrence of an Early Expiration Event. UnderlyingPrice_RSD will be at the [minimum] [maximum] the [lowest] [highest] quotation of the Underlying ascertained by the Calculation Agent during such ObservationPeriod.]</p> <p>[If Option TWAP is applicable]</p> <p>[the time weighted average level of the Price(i,v) during the ObservationPeriod.]</p>
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3.3.4 Rolling Turbo on futures

If the applicable Final Terms specify that "*Reference of the Product*" is 3.3.4, the following provisions apply:

3.3.4.0 Product Description

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is determined on the basis of the UnderlyingPrice and the ScalingFactor.

3.3.4.1 Event-linked Early Expiration: Not applicable

3.3.4.2 Final Settlement Price:

$$\text{Final Settlement Price} = \text{UnderlyingPrice_FSP}(\text{RVD}(\text{T})) / \text{FX}(\text{RVD}(\text{T})) \times \text{ScalingFactor}(\text{RVD}(\text{T}))$$

3.3.4.3 Variable Data:

BaseCurrency
 FXSource
 FXSourceFixingTime
 Roll Schedule
 ObservationPeriod
 StopLossLevelInitial
 TimeReferenceClosing
 TimeReferenceOpening
 TurboCurrency

The Variable Data are defined under Condition 5.4 herein.

3.3.4.4. Applicable Rates:

%Percentage

The Applicable Rate is defined under Condition 3.3.0.1 herein.

3.3.4.5 Specific Definition(s):

3.3.4.5.1 Specific Definitions relating to the determination of the Product Formula

Active Future Contract ([i][t])	<p>Means, in respect of each [Valuation Date (i)][calendar day(t)], a [future contract] [Commodity] which is determined in accordance with the following:</p> <p>If [Valuation Date (i)][calendar day(t)] is a Rolling Date: Active Future Contract ([i][t]) is Target Active Future Contract ([i][t])</p> <p>If [Valuation Date (i)][calendar day(t)] is not a Rolling Date: Active Future Contract ([i][t]) is Active Future Contract ([i][t]-1)</p> <p>Where Active Future Contract ([i][t]-1) is the Active Future Contract as of [Valuation Date(i-1)][calendar day (t-1)]</p>
FX([i][t])	<p>means, for any [Valuation Date(i)][calendar day (t)], the spot exchange rate as of the FXSourceFixingTime to convert the BaseCurrency into the TurboCurrency in respect of such [Valuation Date(i)][calendar day (t)], as published by the FXSource, or any successor thereto. If no such rate is available on such [Valuation Date(i)][calendar day (t)], FX([i][t]) shall be the first available spot exchange rate as of the FXSourceFixingTime to convert the BaseCurrency into the TurboCurrency following such day, as published by the FXSource, or any successor thereto.</p>
Price([i][t],[i][t],v)	<p>means, in respect of a [calendar day(t)][Valuation Date (i)] and a Calculation Time(v), the Intraday Price of the Active Future Contract ([i][t]) as defined in the relevant Additional Terms and Conditions as of such [Valuation Date (i)][calendar day(t)] and Calculation Time(v).</p>
Price([i][t]-1,[i][t])	<p>means, in respect of each [Valuation Date (i)][calendar day(t)], the [Commodity Reference Price][specify] of the Active Future Contract ([i][t]-1) as of such Valuation Date(i), subject to the adjustments and provisions of the relevant Additional Terms and Conditions.</p>
Price([i][t],[i][t])	<p>means, in respect of each [Valuation Date (i)][calendar day(t)], the [Commodity Reference Price][specify] of the Active Future Contract ([i][t]) as of such [Valuation Date (i)][calendar day(t)], subject to the adjustments and provisions of the relevant Additional Terms and Conditions.</p>
Rolling Date	<p>The Initial Valuation Date</p> <p>Then:</p> <p>The [Commodity Business Day] [specify] before the expiry date of the Active Future</p>

	Contract.
RollSpread([i][t])	Means in respect of a [Valuation Date (i)][calendar day(t)] which is a Rolling Date, a number determined in accordance with the following: $[\text{RollSpread}(i) = \text{Price}(i,i) - \text{Price}(i-1,i)]$ $[\text{RollSpread}(t) = \text{Price}(t,t) - \text{Price}(t-1,t)]$
Target Future Contract ([i][t])	Means, in respect of each [Valuation Date(i)][calendar day(t)], a [future contract] [Commodity] which is determined in accordance with the Roll Schedule.
Calculation Time	means with respect to the Underlying, any time between the TimeReferenceOpening and the TimeReferenceClosing.
UnderlyingPrice_F SP([i][t])	means, in respect of a [Valuation Date (i)][calendar day(t)] Price([i][t],[i][t]).
Actualisation Date	Means any of the following: <ul style="list-style-type: none"> - [the 15th calendar day of each calendar month or if such date is not a Valuation Date, the immediately succeeding Valuation Date] [;][and] - [each day which is a Rolling Date] [;][and] - [each Restrike Date] [;][and] - [specify]

3.3.3.5.1 Specific Definitions relating to the Restrike Event

Restrike Event	<p>A Restrike Event is deemed to have occurred, if on any [Valuation Date(i)][calendar day(t)] following the Initial Valuation Date (excluded), and on any Calculation Time (v), $\text{Price}([i][t],v)$ is [lower than] [higher than] [or equal to] $\text{StopLossLevelCurrent}([i][t])$ (even if such [Valuation Date(i)][calendar day(t)] is subject to a Market Disruption Event or Disruption Event).</p> <p>Following the occurrence of a Restrike Event, at the end of the ObservationPeriod,</p> <p>(1) the level of Exercise Price([i][t]) shall be adjusted as follows: Unadjusted Exercise Price([i][t]) is defined as the level of Exercise Price([i][t]) prior to the occurrence of such Restrike Event. Exercise Price([i][t]) shall then be redefined as follows: $\text{Exercise Price}([i][t]) = (\text{UnderlyingPrice_RSD}([i][t]) / \text{FX_Restrike}([i][t])) \times (1 - (1/\text{TargetLeverage}))$</p> <p>(2) $\text{StopLossLevelCurrent}([i][t])$ shall be adjusted as and equal to $\text{Exercise Price}([i][t]) \times (1 + \% \text{Percentage}([i][t]))$.</p> <p>(3) Scaling Factor([i][t]) shall be adjusted as follows: Unadjusted Scaling Factor([i][t]) is defined as the level of Scaling Factor(i)</p>
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	<p>prior to the occurrence of such Restrike Event.</p> <p>Scaling Factor ([i][t]) shall then be redefined as follows:</p> $\text{Scaling Factor}([i][t]) = \text{Unadjusted Scaling Factor}([i][t]) \times ((\text{UnderlyingPrice_RSD}([i][t]) / \text{FX_Restrike}([i][t])) - \text{Unadjusted Exercise Price}([i][t])) / ((\text{UnderlyingPrice_RSD}([i][t]) / \text{FX_Restrike}([i][t])) - \text{Exercise Price}([i][t])))$
FX_Restrike([i][t])	<p>means the spot exchange rate to convert the BaseCurrency into the TurboCurrency, as published by the FXSource, or any successor thereto on the Restrike Date as of the following time:</p> <p><i>[If Option Extremum is applicable]</i></p> <p>[the time at which the [lowest][highest] level of Price(i,v) is reached during the ObservationPeriod.]</p> <p><i>[If Option Unwind or if Option TWAP is applicable]</i></p> <p>[the end of the ObservationPeriod]</p> <p>Provided that, if no such rate is available on such time, FX(i) shall be the first next available spot exchange rate thereafter convert the BaseCurrency into the TurboCurrency, as published by the FXSource, or any successor thereto.</p>
Restrike Date	<p>means the Initial Valuation Date and thereafter any [Valuation Date(i)][calendar day(t)] on which at least one Restrike Event Occurs</p>
ScalingFactor([i][t])	<p>means, in respect of Valuation Date([i][t]), a multiplicative factor which is determined in accordance with the following formulae:</p> $\text{Scaling Factor}(0) = 1$ <p>For each Valuation Date([i][t]) subsequent to the Initial Valuation Date:</p> <p>if Valuation Date([i][t]) is a Restrike Date: the factor determined in accordance with the "Restrike Event" section</p> <p>if Valuation Date([i][t]) is not a Restrike Date: $\text{Scaling Factor}([i][t]-1)$</p>
StopLossLevelCurrent([i][t])	<p>means, in respect of [Valuation Date (i)][calendar day(t)], a level which is determined in accordance with the following formulae:</p> $\text{StopLossLevelCurrent}(0) = \text{StopLossLevelInitial}$ <p>For each [Valuation Date (i)][calendar day(t)] subsequent to the [Initial Valuation Date][Issue Date]:</p> <p>if [Valuation Date (i)][calendar day(t)] is an Actualisation Date:</p> $\text{StopLossLevelCurrent}([i][t]) = [\text{Exercise Price}([i][t])] \times (1 + \% \text{Percentage}([i][t]))$ <p>if [Valuation Date (i)][calendar day(t)] is not an Actualisation Date:</p>

	$\text{StopLossLevelCurrent}([i][t]) = \text{StopLossLevelCurrent}([i][t]-1)$
TargetLeverage	Means a target leverage determined in accordance with the following formula: $\text{TargetLeverage} = \text{Price}(0) / (\text{Price}(0) - \text{Exercise Price}(0))$
UnderlyingPrice_RSD(i)	Means: in respect of the Initial Valuation Date: $\text{Price}(0)$ in respect of any subsequent Restrike Date, <i>[If Option Extremum is applicable]</i> the [lowest][highest] level of the $\text{Price}([i][t], [i][t], v)$ during the ObservationPeriod. <i>[If Option Unwind is applicable]</i> [the value of the Underlying determined by the Calculation Agent on the basis of the price obtained in unwinding the hedging transactions entered into in connection with the Warrants during the ObservationPeriod immediately following the occurrence of an Early Expiration Event. UnderlyingPrice_RSD will be at the [minimum] [maximum] the [lowest] [highest] quotation of the Underlying ascertained by the Calculation Agent during such ObservationPeriod.] <i>[If Option TWAP is applicable]</i> [the time weighted average level of the $\text{Price}([i][t], [i][t], v)$ during the ObservationPeriod.]

4. CHARACTERISTICS AND DEFINITIONS RELATING TO REFERENCE PRICE(S)

Reference Price means in respect of any date (t):

- I. If the Underlying (respectively Underlying(k)) is a Share, an Index, a SGI Index, a Depositary Receipt (DR), a Dividend, an Exchange Traded Fund (ETF), an Exchange Traded Product (ETP), a Commodity Index, a Fund, a Foreign Exchange Rate, an Inflation Index, a Non Equity Security or a Future, the relevant Exchange Reference Price as of such date (t) (as if such day (t) were a Valuation Date for the purpose of the Additional Terms and Conditions relating to such Underlying (respectively Underlying(k)));
- II. If the Underlying (respectively Underlying(k)) is a Commodity, the relevant Commodity Reference Price as defined in the Additional Terms and Conditions for Commodity Linked Warrants as of such date (t) (as if such day (t) were a Valuation Date for the purpose of the Additional Terms and Conditions relating to such Underlying (respectively Underlying(k))); and
- III. If the Underlying (respectively Underlying(k)) is a Reference Rate, the relevant Reference Rate Fixing as defined in the relevant Additional Terms and Conditions for Reference Rate Linked Warrants as of such date (t) (as if such day (t) were a Valuation Date for the purpose of the Additional Terms and Conditions relating to such Underlying (respectively Underlying(k))).

Exchange Reference Price means, in respect of any date (t) and any Underlying (respectively Underlying(k)) which is a Share, an Index, a SGI Index, a Depositary Receipt (DR), a Dividend, an Exchange Traded Fund (ETF), an Exchange Traded Product (ETP), a Commodity Index, a Fund, a Foreign Exchange Rate, an Inflation Index, a Non Equity Security or a Future, as specified in the applicable Final Terms:

- a. If option "**Closing Price**" is applicable, the Closing Price of such Underlying (respectively Underlying(k)) as defined in the relevant Additional Terms and Conditions for the Underlying(s) as of such date (t) (as if such day (t) were a Valuation Date for the purpose of the Additional Terms and Conditions relating to such Underlying (respectively Underlying(k)))
- b. If option "**Fixing Price**" is applicable, the [price][level][Intraday Price] of such Underlying (respectively Underlying(k)) [as defined in the relevant Additional Terms and Conditions for the Underlying (respectively Underlying(k))] as of such date (t) and as of the ReferenceFixingTime (as if such day (t) were a Valuation Date for the purpose of the Additional Terms and Conditions relating to such Underlying (respectively Underlying(k))).
- c. If option "**TWAP**" is applicable, the time weighted average price of such Underlying (respectively Underlying(k)) on such day (t), calculated between the TWAPStartTime (as defined in the applicable Final Terms) and the TWAPEndTime (as defined in the applicable Final Terms), as determined by the Calculation Agent.
- d. If option "**VWAP**" is applicable, the volume weighted average price of such Underlying (respectively Underlying(k)) on such day (t), calculated between the VWAPStartTime (as defined in the applicable Final Terms) and the VWAPEndTime (as defined in the applicable Final Terms), as determined by the Calculation Agent.
- e. If option "**Best Effort**" is applicable, any of the above options, provided that the Exchange Reference Price will correspond to the Exchange Reference Price that would be actually obtained by Société Générale (or any of its affiliates) if it were to hedge such Exchange Reference Price on the relevant underlying exchanges, as determined by the Calculation Agent.
- f. If option "**Bid-Ask Spread**" is applicable, then either one of the following may apply:
 - a. Option A:
 - i. if the relevant Exchange Reference Price is determined by reference to purchase order because of an increased exposure of the Warrant to such Underlying (respectively Underlying(k)), the resulting Exchange Reference Price shall be further adjusted and multiplied by $(1 + \text{SpreadMidAsk})$ (SpreadMidAsk being defined in the applicable Final Terms); and
 - ii. if the relevant Exchange Reference Price is determined by reference to sell order because of a decreased exposure of the Warrant to such Underlying (respectively Underlying(k)), the resulting Exchange Reference Price shall be further adjusted and multiplied by $(1 - \text{SpreadBidMid})$ (SpreadBidMid being defined in the applicable Final Terms).
 - b. Option B: the Exchange Reference Price shall be further adjusted and multiplied by $[(1 + \text{SpreadMidAsk})][(1 + \text{SpreadBidMid})]$ (SpreadMidAsk being defined in the applicable Final Terms) [(SpreadBidMid being defined in the applicable Final Terms)]

- g. If option "**Opening Price**" is applicable, the Opening Price of such Underlying (respectively Underlying(k)) as defined in the relevant Additional Terms and Conditions for the Underlying(s) as of such date (t) (as if such day (t) were a Valuation Date for the purpose of the Additional Terms and Conditions relating to such Underlying (respectively Underlying(k)))

Provided that, if so provided in the applicable Final Terms, any of one of the above options may be applied in a different manner in respect of (i) different Valuation Dates, or Underlying Level Calculation Dates, as the case may be, or (ii) depending on whether a Modification (as defined in the relevant Condition of these Additional Terms and Conditions) applies in respect of the Valuation Date, or Underlying Level Calculation Date, as the case may be, as of which such Exchange Reference Price is determined by the Calculation Agent.

Relevant Foreign Exchange Rate or **RelevantFxRate(i)** or **RelevantFXRate(i, X, Y, Price Source, Substitute Price Source, Valuation Time)** means in respect of any Valuation Date(i), the fixing of the foreign exchange rate expressed as X/Y (X and Y are currencies) as ascertained by the Calculation Agent based on the Price Source (as such term is defined in the relevant Additional Terms and Conditions for Foreign Exchange Rate Linked Warrants) as of the Valuation Time (as such term is defined in the relevant Additional Terms and Conditions for Foreign Exchange Rate Linked Warrants). If (a) the Price Source (or any page that may be substituted for it) is not available or (b) the fixing of the foreign exchange rate is not available on the Price Source at the Valuation Time, the fixing shall be the foreign exchange rate expressed as X/Y (X and Y are currencies) as ascertained by the Calculation Agent based on the Substitute Price Source (as such term is defined in the relevant Additional Terms and Conditions for Foreign Exchange Rate Linked Warrants) at the Valuation Time, failing which if, on the Valuation Date(i) at the Valuation Time, (a) there is no Substitute Price Source defined in the applicable Final Terms, (b) the Substitute Price Source (or any page that may be substituted for it) is not available or (c) the fixing of such foreign exchange rate is not available on the Substitute Price Source at the Valuation Time, then the fixing for the foreign exchange rate will be determined by the Calculation Agent.

Variable Data:

ReferenceFixingTime
SpreadMidAsk
SpreadBidMid
TWAPStartTime
TWAPEndTime
VWAPStartTime
VWAPEndTime

The Variable Data are defined under Condition 5.4 herein.

5. GENERAL DEFINITIONS USED IN THESE ADDITIONAL TERMS AND CONDITIONS RELATING TO ONE-DELTA, FIXED LEVERAGE AND TURBO WARRANTS

5.1 Indices and enumeration convention

5.1.1 Generic indices used in Product Formulae definitions

"i" or "t" or "t1" or "t2" means the reference to any date specified in the relevant Schedule.

"k" or "s" means the reference to any Underlying specified in the relevant Basket.

"N" means the number of Underlyings comprised in the relevant Basket.

"RVD(i) (**Relevant Valuation Date** and with the abbreviate **RVD**) means, in respect of any date (i), the reference to a date (which may be different from date(i)).

"ULCD(i)" or "**Underlying Level Calculation Date(i)**" means, the dates which are defined in the relevant Schedule and which are used for the purpose of calculating a Product Formula, without such Underlying Level Calculation Date(i) having to be a Valuation Date for the purpose of the Additional Terms and Conditions relating to the relevant Underlying.

"t0" (or "0") means the first date of the relevant Schedule.

"T" means the last Valuation Date of the relevant Schedule.

"T2" means the last Underlying Level Calculation Date of the relevant Schedule.

For the avoidance of doubt, i-1, t-1, t1-1, t2-1, T-1 or T2-1 (t+1,t1+1,t2+1, T+1 or T2+1) means the Valuation Date immediately preceding (following) i, t, t1, t2, T or T2.

5.1.2 Enumeration convention

Enumeration will be generally defined as follows:

"(i from t1 to t2)" means any date(i) from and including t1 to and including t2.

"(k from 1 to N)" means any Underlying(k) within a Basket from and including Underlying(1) to and including Underlying(N).

For the avoidance of doubt, lower and upper bounds of generic enumerations used in Product Formulae definitions can be modified to take into account specificities of Product Schedules, among other things. For instance (i from 0 to T) used in a generic Product Formula can become (i from 1 to T-1) for the purpose of defining a Product Formula in respect of a particular Product.

5.2 Generic definitions

Gross Ordinary Distribution means:

- In respect of an Underlying which is a Share, a Depositary Receipt, a Dividend, or an ETF, the distribution which is an ordinary cash dividend (or distribution with similar characteristics) and which does not give rise to any Potential Adjustment Event.

- In respect of an Underlying which is a Bond, a Fund, a Preference Share, a Warrant, a Commodity, a Reference Rate, a Foreign Exchange Rate, an ETP, a Future or a Non Equity Security, a distribution or amount which does not give rise to any adjustment made by the Calculation Agent in respect of the Additional Terms and Conditions for such Underlying.
- In respect of an Underlying which is an Index or a SGI Index, the sum of distributions (including dividends and coupons), expressed in index points, paid in cash by the components of the Index which do not give rise to any adjustment at the level of such Index, in each case multiplied by their relevant quantity in the Index and converted into the currency of the index using the relevant currency exchange rate as published by the FXSource.
- In respect of an Underlying which is an Index or a SGI Index, and only if "Account for All Dividends" is specified as applicable in the applicable Final Terms, the sum of Gross Ordinary Distributions (including dividends and coupons), expressed in index points, paid in cash by the components of the Index as if the components of such Index were the Underlying, regardless of whether such distributions actually give or do not give rise to any adjustment at the level of such Index; and in each case multiplied by their relevant quantity in the Index and converted into the currency of the index using the relevant currency exchange rate as published by the FXSource.

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

Notional Amount means the notional amount of each Warrant specified in the applicable Final Terms.

Product Amount defined as such in the Overview of these Additional Terms and Conditions.

Product Formula defined as such in the Overview of these Additional Terms and Conditions.

Settlement Currency means the currency specified as such in the applicable Final Terms or, if no currency is specified, the currency of the Notional Amount of the relevant Warrants.

Underlying (respectively **Underlying(k)**) means the underlying asset (respectively underlying asset (k)) being used as underlying to the relevant Warrant Formula(e) as specified in the applicable Final Terms. "Underlying" shall have the meaning given to it in the Terms and Conditions.

5.3 Schedules, dates and days

ACT(i1,i2) means the number of calendar days between the Valuation Date(i1) (included) and the Valuation Date(i2) (excluded).

Business Day means a Business Day as defined in the Terms and Conditions or in the applicable Final Terms.

Early Settlement Date or **Settlement Date** means payment dates as specified in the applicable Final Terms, which in the case of the Early Settlement Date, shall be deemed to also be the Event-linked Early Settlement Date, in the paragraphs "Optional Early Settlement Date" and/or "Event-linked Early Settlement Date", as the case may be.

Schedule defined as such in the Overview of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants.

Underlying Level Calculation Date ("ULCD") or any other date, each defined in the applicable Final Terms, means in respect of an Underlying, the date defined as the calculation date in respect of the Underlying. An Underlying Level Calculation Date is not necessarily a Valuation Date.

Valuation Date or **Relevant Valuation Date ("RVD")** or any other date, each defined in the applicable Final Terms, means in respect of an Underlying, the date defined as the Valuation Date or Averaging Date in the relevant Additional Terms and Conditions relating to the Underlying.

5.4 General Variable Data

The following Variable Data shall be specified when relevant in the applicable Final Terms.

%CollatCostRateInitial means the initial value of %CollatCostRate.

%DistRateInitial[(k)] means the initial value of %DistRate for Underlying[(k)].

%DistRateBasketInitial[(k)] means the initial value of %DistRateBasket for Underlying[(k)].

%DistRateBasketLongInitial[(m)] means the initial value of %DistRateBasketLong for Underlying[(m)].

%DistRateBasketShortInitial[(s)] means the initial value of %DistRateBasketShort for Underlying[(s)].

%GapPremiumRateInitial means the initial value of %GapPremiumRate.

%FinancingRate[A/B]Initial means the initial value of %FinancingRate[A/B].

%QuantoRateInitial means the initial value of %QuantoRate.

%RepoRateInitial means the initial value of %RepoRate.

%MarginCostInitial means the initial value of %MarginCost.

%SpreadLevelInitial means the initial value of %SpreadLevel.

BarrierLevelAutocall means the barrier that, once reached, triggers an Early Expiration Event. This Variable Data can be an amount, a percentage or a level.

BaseAmount means a reference amount.

BaseCurrency or **BasketCurrency** or **LeveragedStrategyCurrency** or **TurboCurrency** means a reference currency.

BaseSettlementLevel or **BaseSettlementLevel_ESP** or **BaseSettlementLevel_FSP** means a constant amount, percentage or level.

Basis means a number that will be specified in the applicable Final Terms

BSCLInitial means the initial level of the Benchmark Strategy Closing Level for Fixed Leverage Products.

CapitalisationRate means a rate designed to reflect the time between the Last Valuation Date and the last Settlement Date.

CashLevelInitial means the initial additive adjustment factor which is used to determine UnderlyingLevel for One-Delta Bear Products.

Collateralisation Percentage refers to a hypothetical collateralisation percentage.

ContractTable1 means, in respect of a Valuation Date(i) and an Underlying, a table containing the starting and expiring time of the first nearby future contracts.

ContractTable2 means, in respect of a Valuation Date(i) and an Underlying, a table containing the starting and expiring time of the second nearby future contracts.

DailyRestrikePercentage means a percentage which is used to determine the level of the barrier which, if reached by the Underlying, triggers an Intraday Restrike Event for Fixed Leverage Products.

DayCountBasis or **DayCountBasisCommission** or **DayCountBasisRate** means the number of day in a year used in order to de-annualise a rate.

ERLSCInitial means the initial level of the Excess Return Leveraged Strategy Closing Level for Fixed Leverage Products.

ExercisePriceInitial means the initial level of the Exercise Price for Turbo Products.

FXSource or **FXSource1** or **FXSource2** means the source of foreign exchange used to determine foreign exchange rates.

FXSourceFixingTime or **FXSourceFixingTime1** or **FXSourceFixingTime2** means a time in a day used to determine a foreign exchange rate fixing.

GlobalAdditiveFactor means the additive factor applied to a Product Formula in order to either increase or decrease the exposure to such Product Formula.

GlobalCap means the maximum level or percentage or amount that can be reached by the component of a Product Formula to which it is applied; if the component to which it is applied is higher than the GlobalCap, the component will be deemed equal to the GlobalCap. GlobalCap may be an amount, a percentage or a level.

GlobalFloor means the minimum level or percentage or amount that can be reached by the component of a Product Formula to which it is applied; if the component to which it is applied is lower than the GlobalFloor, the component will be deemed equal to the GlobalFloor. GlobalFloor may be an amount, a percentage or a level.

GlobalMultiplicativeFactor means the multiplicative factor applied to a Product Formula in order to either increase or decrease the exposure to such Product Formula.

H or **HInitial** or **HLong** or **HLongInitial** or **HShort** or **HShortInitial** means an initial additive adjustment factor which is used to determine AdjustedBasketValue for One-Delta Products.

InitialBasketValue or **InitialBasketValueLong** or **InitialBasketValueShort** means a reference value used to determine the relevant UnderlyingLevel, which may differ from the initial value of the relevant OneDeltaBasket or OneDeltaBasketLong or OneDeltaBasketShort.

InitialValue means a reference value.

Leverage means the multiplicative factor applied to one or several component(s) of a Product Formula in order to either increase or decrease the exposure to these component(s) of a Product Formula. These Variable Data can be an amount, a percentage or a level.

LeverageInitial means the initial level of Leverage

Leverage_Cap means the maximum level that can be reached by the Leverage

Leverage_Floor means the minimum level that can be reached by the Leverage

LSCLInitial means the initial level of the Leveraged Strategy Closing Level for Fixed Leverage Products.

MultiplierInitial means the initial multiplicative factor which is used to determine the initial value of the Multiplier for One-Delta Products.

N means a number specified in the applicable Final Terms

NumberMonth1 or **NumberMonth2** means the next month number used to determine the active future contract.

NumberNearbyContract1 or **NumberNearbyContract2** means the nearby contract number used to determine the active future contract.

PCP means a reference percentage used in the determination of the %CollatCostRate.

QInitial(k) (k from 1 to N) or **QLongInitial(m)** (m from 1 to NLong) or **QShortInitial(s)** (s from 1 to NShort) means the initial quantity of an underlying within a basket in the context of One-Delta Products.

RateOvernight means an rate (usually overnight) which is used to determine CashRate in the context of Fixed Leverage Products.

RateOvernightScreenPage means the screen page used to observe RateOvernight.

RatioInitial means the initial value of the Ratio.

RatioResetThreshold means a threshold which is used to determine when the Ratio of a Fixed Leveraged Warrant is to be automatically reset.

ReferenceCollateralAssets means a description of reference collateral assets used to determine the %CollatCostRate.

ReferenceCountry means a country used to determine the dividend rate that a hypothetical investor located in such country would receive.

ReferenceFixingTime means the specific time used to determine the Fixing Price of an Underlying when the option Fixing Price is chosen to determine the Exchange Reference Price.

RollEndDate or **RollStartDate** means a date which is used to determine a roll period.

Roll Schedule means a table used to determine the Target Active Future Contract.

SpreadMidAsk means the Spread used to adjust the Exchange Reference Price when the option Bid-Ask Spread is chosen to determine the Exchange Reference Price.

SpreadBidMid means the Spread used to adjust the Exchange Reference Price when the option Bid-Ask Spread is chosen to determine the Exchange Reference Price.

StopLossLevelInitial means the initial value of CurrentStopLossLevelCurrent.

StopLossEventPeriod means a period which starts after a stop loss event and during which the Settlement Price is determined in case of Turbos. **Threshold** means the threshold under or above which the participation to the level or performance of the Underlying(s) is adjusted. This Variable Data can be an amount, a percentage or a level.

Target_Volatility means a target level of volatility.

TimeReferenceClosing or **TimeReferenceOpening** means a time used to determine reference prices.

TRUSCLInitial means the initial level of the Total Return Unleveraged Strategy Closing Level for Fixed Leverage Products.

TWAPStartTime means the specific time used to determine the beginning of the period considered to compute the time weighted average price of an Underlying when the option TWAP is chosen to determine the Exchange Reference Price.

TWAPEndTime means the specific time used to determine the end of the period considered to compute the time weighted average price of an Underlying when the option TWAP is chosen to determine the Exchange Reference Price.

UnitaryCashLegInitial or **UnitaryDistInitial** or **UnitaryReplicationInitial** means an initial additive adjustment factor which is used to determine UnderlyingLevel for One-Delta Products.

VWAPStartTime means the specific time used to determine the beginning of the period considered to compute the volume weighted average price of an Underlying when the option VWAP is chosen to determine the Exchange Reference Price.

VWAPEndTime means the specific time used to determine the end of the period considered to compute the volume weighted average price of an Underlying when the option VWAP is chosen to determine the Exchange Reference Price.

6. Definitions relating to mathematical operators and symbols

Where a given formula contains signs from both Groups 1 and 2 below, the operations required by the signs in Group 1 should be computed first, followed by the operations required by the signs in Group 2.

Group 1 signs: / or x or *

Group 2 signs: + or –

+	means that the item preceding this sign is added to the item following this sign.
-	means that the item following this sign is deducted from the item preceding this sign.
/	means that the item preceding this sign is divided by the item following this sign.
x or *	means that the item preceding this sign will be multiplied by the item following this sign.
>	means that an item X preceding this sign is, or when used in a condition, must be, strictly higher than an item Y following this sign (E.g.: "If $X > Y$ then,..." means that X must be strictly higher than Y for such condition to be met).
<	means that an item X preceding this sign is, or when used in a condition, must be, strictly lower than an item Y following this sign (E.g.: "If $X < Y$ then,..." means that X must be strictly lower than Y for such condition to be met).
\geq	means that an item X preceding this sign is, or when used in a condition, must be, equal to or higher than an item Y following this sign (E.g.: "If $X \geq Y$ then,..." means that X must be equal to or higher than Y for such condition to be met).
\leq	means that an item X preceding this sign is, or when used in a condition, must be, equal to or lower than an item Y following this sign (E.g.: "If $X \leq Y$ then,..." means that X must be equal to or lower than Y for the condition to be met).
i from X to Y	means that within the countable list of the designated item to which i applies (as defined above), only the items with a rank between X and Y both included (X and Y are numbers) are considered. i from X to Y and $\neq i0$ by extension the item ranked i0 is excluded from the above list.
Min(X;Y)	means that the considered level is the lowest level between the levels of the two numbers X and Y.
Min or min or MIN or Minimum	means, for the item to which it applies, the lowest level that the item will take E.g. Min(n from 1 to 10) FunctionLevel(n) means the lowest level among the 10 levels that FunctionLevel(n) takes
Max(X;Y)	means that the considered level is the highest level between

Max or max or MAX or Maximum

the levels of the two numbers X and Y.

means, for the item to which it applies, the highest level that the item will take

E.g. Max(n from 1 to 10) FunctionLevel(n) means the highest level among the 10 levels that FunctionLevel(n) takes

$\sum_{n=1}^X$ or Sum (n from 1 to X) or Sum

means, for the item to which it applies, the sum of the X levels that the item will take.

Sum of a and b means a + b.

E.g.: $\sum_{n=1}^{10}$

FunctionLevel(n) means the sum of the 10 levels that FunctionLevel(n) takes when n varies from 1 to 10.

$\frac{1}{X} \times \sum_{n=1}^X$

E.g.: $\frac{1}{10} \times \sum_{n=1}^{10}$

or **Average(n from 1 to X) or Arithmetic Average**

FunctionLevel(n) means the arithmetic average of the 10 levels that FunctionLevel(n) takes.

|X| or Abs (X) or Absolute Value of X

means the maximum between X and -X.

Xⁿ or X^ⁿ

means that the level to be considered is the result of X multiplied by itself "n-1" times (E.g.: 2⁵ means 2*2*2*2*2 (i.e. 2 multiplied by itself 4 times) = 32).

a power b or POW(a,b) or a^b

means the exponential function of b with base a.

√X or the square root of X

means that the level to be considered is the number which when multiplied by itself gives X (E.g.: √9 = 3 since 3*3 = 9.)

$\prod_{n=1}^{\dots}$ or **Product**

means, for the item to which it applies, the product of the x levels that the item will take.

Product of a and b means a x b.

E.g.: $\prod_{n=1}^3 (n+1)$

means (1+1)(2+1)(3+1) = 2 x 3 x 4 = 24

LN(x) = ln(x) = Ln(x)

means logarithm to the base e of x, for example LN(2) = 0.69315.

INT(x)

means the function which gives the integer part of the number x (rounded down to the closest integer number).

E.g.: INT(2.3) = 2, INT(1.6) = 1, INT(-1.4) = -2, INT(-4.6) = -5.

IND(condition)

means the characteristic function of the condition which is equal to 1 if the condition is satisfied and which is equal to 0 if the condition is not satisfied.

E.g.: S(0): Closing Price of the Underlying on Valuation Date(0)
S(1): Closing Price of the Underlying on Valuation Date(1)

if $S(0) > S(1)$, then $IND(S(0) > S(1)) = 1$

if $S(0) = S(1)$, then $IND(S(0) > S(1)) = 0$

if $S(0) < S(1)$, then $IND(S(0) > S(1)) = 0$

Ratio

Ratio between a and b means a / b

Difference

Difference between a and b means $a - b$

ADDITIONAL TERMS AND CONDITIONS RELATING TO FORMULAE

The following Additional Terms and Conditions relating to formulae (the **Additional Terms and Conditions relating to Formulae**) will apply with respect to an Issue of Warrants that are specified in the applicable Final Terms as being Formula-Linked Warrants. Where these Additional Terms and Conditions are applicable to an Issue of Warrants, the applicable Final Terms will specify a **Product** and its related reference. The relevant Warrant will be known in these Additional Terms and Conditions relating to Formulae as the Product. The Additional Terms and Conditions set forth herein that relate to that Product will apply in respect of the relevant Issue (having, where relevant, the appropriate Reference of the Product, amongst other things). Each Product forms part of a family of products (the **Family of Products**).

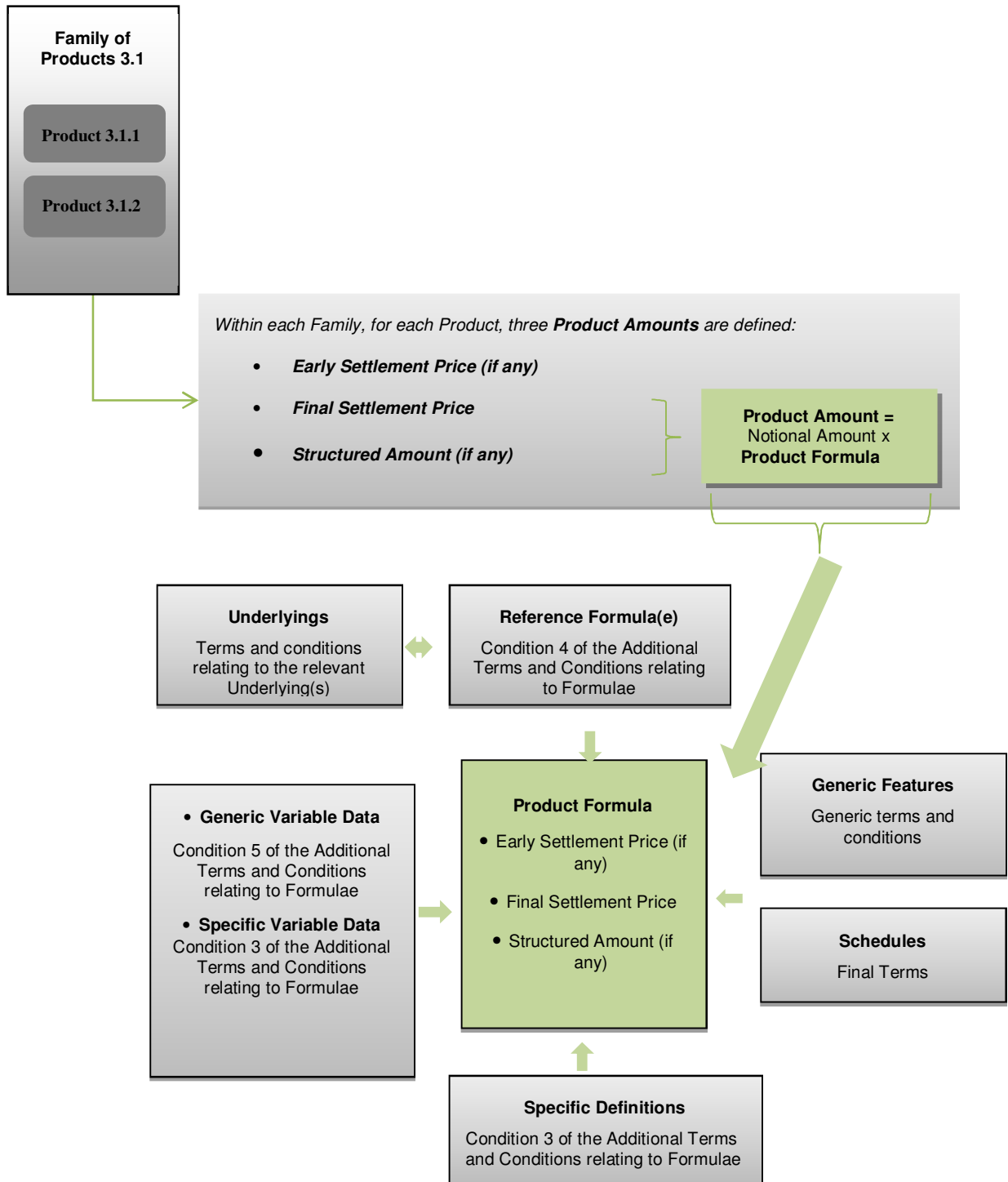
The definitions used in the Additional Terms and Conditions relating to Formulae may also apply to a Warrant the applicable Final Terms of which specify that all or part of the capitalised terms used therein have the meaning as described to them in the Additional Terms and Conditions relating to Formulae.

References in these Additional Terms and Conditions relating to Formulae to a "Condition" or "these Additional Terms and Conditions" shall be construed as a reference to the relevant conditions in these Additional Terms and Conditions relating to Formulae unless otherwise specified herein.

OVERVIEW

The following diagram provides an overview of the organisation of each Family of Products, using the example of the Family of Products "Base Product" (as set out in detail in Condition 3.1 below).

Each Product belongs to a Family and is defined by three Product Amounts. In this example:



	Family of Products	A Family of Products is a group of Products having similar characteristics. For each Family of Products, formulae and variable data are defined in order to determine the Product Amounts (defined below).
	Reference of the Product	A Reference of the Product is a three-digit reference number with the first two digits corresponding to the reference of the Family of Products to which the Product belongs and the third digit corresponding to the Product itself. The applicable Final Terms for the Warrants shall indicate the Reference of the Product (which corresponds to a paragraph of Condition 3 of these Additional Terms and Conditions where all the formulae and variable data used to determine the Product Amounts (as defined below) are listed), and as the case may be, the Options (as defined below) and Add-ons (as defined below) necessary to determine such Product Amounts.
	Product	A Product is a Warrant to which these Additional Terms and Conditions relating to Formulae apply and having one or more Structured Amount(s) (if any), one or more Early Settlement Price(s) (if any), and a Final Settlement Price (each a Product Amount and together, the Product Amounts), each determined by the Calculation Agent on the basis of a set of definitions and formulae listed in Condition 3 below in the relevant paragraph corresponding to the Reference of the Product.
	<div>Structured Amount(s) (as the case may be) [as described in Condition 1.1. below]</div> <div>Early Settlement Price (s) (if any) [as described in Condition 1.2 below]</div> <div>Final Settlement Price [as described in Condition 1.3 below]</div>	<p><u>Common principles:</u></p> <p>For each Product, the Product Amount is equal to the formula (Notional Amount x Product Formula). A Product Amount may be simplified to the Product Formula if the Notional Amount is set to "Not applicable" in the applicable Final Terms.</p> <p>For each Product and each Product Amount, a Product Formula is based on and/or combines one or more specific definitions and formulae, called Variable Data and ReferenceFormula(e).</p> <p>For the avoidance of doubt, several Variable Data and ReferenceFormula(e) can be associated with a particular Product Formula and, for each Product Formula, one or several Options and/or Add-ons may be applicable.</p> <p>Product Formula = Function{Schedule(s); Specific Definition(s); Variable Data; Reference Formula(e); Add-on(s); Option(s)}</p> <p>Specific Product Formula(e) and/or Variable Data and/or</p>

		Applicable Rate(s) may be defined for each Product Amount.
	The following provisions apply to the Structured Amount(s) (if any), Early Settlement Price (if any) and the Final Settlement Price:	
	Schedule <i>[as described in Condition 2.1 below]</i>	<p>A Schedule means (i) either Valuation Date(s) or Relevant Valuation Date(s) or any other date(s) listed in the applicable Final Terms or (ii) all Valuation Date(s) or Relevant Valuation Date(s) or any other date(s) comprised within a period defined in the applicable Final Terms.</p> <p>For the avoidance of doubt, several Schedules may be used for the determination and calculation of a particular Product Amount. For ease of reading, Schedules may be renamed by reference to one or more features of the applicable Product.</p> <p>Furthermore, in respect of Product Formula and a particular Schedule, also for ease of reading, Valuation Date or Relevant Valuation Date may be renamed (for instance, and without limitation, for a Schedule made of daily Valuation Dates, "Valuation Date" may be renamed "Daily Valuation Date", for a Schedule with annual Relevant Valuation Dates, "Relevant Valuation Date" may be renamed "Annual Valuation Date", for another Schedule relating to a specific Underlying_A, "Valuation Date" may be renamed "Underlying_A Valuation Date").</p> <p>For the avoidance of doubt, all these dates, whatever their names, shall be considered as Valuation Dates as defined in the relevant Additional Terms and Conditions for the relevant Underlying(s), with the exception of the Averaging Date which shall keep the meaning of Averaging Date as defined in the relevant Additional Terms and Conditions for the relevant Underlying(s).</p>
	General Definitions <i>[as described in Condition 2.2 below]</i>	Condition 5 of these Additional Terms and Conditions contains certain definitions that may apply to any Family of Products and any Product within a Family of Products.
	Specific Definition(s) <i>[as described in Condition 2.2 below]</i>	<p>If relevant, Specific Definitions are definition(s) and formula(e) which are required for the determination and calculation of a Product Amount, specific to a particular Product. In Condition 3 below, when the determination of a Product Formula of a Product Amount requires one or more Specific Definitions, a paragraph "Specific Definitions" will be replicated in the paragraph of the corresponding Final Terms with either (i) a specific definition contained in these Additional Terms and Conditions relating to Formulae or (ii) the reference(s) to the Additional Terms and Conditions</p>

		below where the Specific Definition(s) is/are necessary for the determination and calculation of a Product Amount for such Product can be found.
	Variable Data [as described in Condition 2.3 below]	The Variable Data is the variable data used as input(s) in the Product Formula for the determination and calculation of the Product Amount relating to a Product and specified with the relevant (<i>inter alia</i>) amount, level, percentage or the value of the ReferenceFormula applied to the Underlying(s) of the Product in the applicable Final Terms.
	ReferenceFormula(e) [as described in Condition 2.4 below]	<p>A formula appearing among the list of Reference Formulae set out in the Conditions 4.1 to 4.27 below and which serves to observe or to calculate (i) the price of an Underlying (a Reference Price), (ii) the level of an Underlying (a Reference Level), (iii) the performance of an Underlying (a Reference Performance) and/or (iv) the fixing of a Reference Rate (a Reference Fixing), used as the case may be, for one or several Product Formula(e) of one or several Product Amount(s).</p> <p>Any Reference Formula may be indexed to any type of Underlying which terms and conditions are governed by the relevant Additional Terms and Conditions for the relevant Underlying.</p> <p>The Reference Formulae listed in Conditions 4.1 to 4.27 below are grouped by family of formulae.</p>
	Add-on [as described in Condition 1.4 below]	The list of generic features that can be applied to any standard Product Formula(e) in order to either supplement, modify or supersede these standard Product Formula(e). The clause " <i>Reference of the Product</i> " in the applicable Final Terms will specify the Add-on(s) applicable to such Product.
	Option 1, 2,...X	Within a same Family of Products or Add-on the different variations of the Product Formula(e) used for the calculation of a Product Amount. These different Options are described in Condition 3 below. The clause " <i>Reference of the Product</i> " of the applicable Final Terms will indicate the Option applicable to the Product.
	Scenario 1, 2,...X	The fact that a Product Amount of a single Product may be determined and calculated in different ways depending on the occurrence of one or more events involving one or more Reference Formula(e) defined below.

1. PROVISIONS AND DEFINITIONS RELATING THE PRODUCT AMOUNTS

The provisions described hereunder are applicable to all the different Product Formulae described in Condition 3 below.

1.1 Structured Amount

For a Product, Structured Amount (if any) means an amount calculated on the basis of a Product Formula and which may depend on a condition being met and/or whether the price of the Underlying raised a certain level or realized a certain performance.

If the applicable Final Terms of a Product specify that the clause "*The Structured Amount Provisions Apply*", any relevant Product Formula used to determine the Structured Amount(s) of the Product appearing in the paragraph relating to the Reference of the Product in Condition 3 below will be replicated in the clause "*Structured Amount(s)*" of the applicable Final Terms with the values taken by the relevant **Variable Data, ReferenceFormula(e), Schedule(s)**, indication of the **Specific Definitions**, applicable **Add-Ons** and/or **Options**:

Structured Amount:	<p>Unless previously exercised or cancelled in accordance with the Terms and Conditions, for each Warrant the Structured Amount will be an amount determined by the Calculation Agent as follows:</p> <p><i>[Insert the Structured Amount corresponding to the relevant Reference of the Product. The applicable definitions to the Product Formula(e) will be inserted in the clause "Definitions relating to the Product" of the applicable Final Terms.]</i></p>
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1.2 Early Settlement Price

1.2.1 General description

If the applicable Final Terms specify that the paragraph "*Event-linked Early Expiration*" is "Applicable", any relevant Product Formula used to determine the **Early Settlement Price(s)** appearing in the paragraph relating to the Reference of the Product in Condition 3 below will be replicated in the paragraph "Event-linked Early Settlement Price" of the applicable Final Terms with the values taken by the relevant **Variable Data, ReferenceFormula(e), Schedule(s)**, indication of the **Specific Definitions**, applicable **Add-ons** and/or **Options**:

Event-linked Early Settlement Price:	<p>Unless previously exercised or cancelled in accordance with the Terms and Conditions, the Event-linked Early Settlement Price for each Warrant shall be the Early Settlement Price for each Warrant which will be determined by the Calculation Agent in accordance with the following provisions:</p> <p><i>[Insert the Early Settlement Price of the Product corresponding to the relevant Reference of the Product.]</i></p>
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	<i>The applicable definitions to the Product Formula(e) will be inserted in the clause "Definitions relating to the Product" of the applicable Final Terms.]</i>
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1.2.2 Early Expiration Events

For the purpose of this section, **Reference Date(s)(t)** means [the Valuation Date(i)] or [the date(t) as defined in the applicable Final Terms] or [each of Valuation Date(s)(t) within the Early Expiration Event Schedule(i)] or [at least one Valuation Date(t) within the Early Expiration Event Schedule(i)] or [[NumberofDays] consecutive Valuation Date(s)(t) within the Early Expiration Event Schedule(i)] or [at least [NumberofDays] [non consecutive] Valuation Date(s)(t) within the Early Expiration Event Schedule(i)] or [date(s)(t) within the Early Expiration Event Schedule(i)] or [each of date(s)(t) within the Early Expiration Event Schedule(i)] or [at least one date(t) within the Early Expiration Event Schedule(i)] or [[NumberofDays] consecutive date(s)(t) within the Early Expiration Event Schedule(i)] or [at least [NumberofDays] non consecutive date(s)(t) within the Early Expiration Event Schedule (i)] [each Scheduled Trading Day that is not a Disrupted Day from and [including][excluding] Valuation Date(t1) to and [including][excluding] Valuation Date(t2)] [at least one Scheduled Trading Day that is not a Disrupted Day from and [including][excluding] Valuation Date(t1) to and [including][excluding] Valuation Date(t2)] as defined in the applicable Final Terms if the case may be.

a) Description:

Mono-Underlying

Early Expiration Event(i) is deemed to have occurred, as determined by the Calculation Agent, if on Reference Date(s)(t), [[ReferenceFormula_Autocall(t)] or [the Closing Price [S(t)]] or [each Intraday Price [SI(t)]] or [at least one Intraday Price [SI(t)]] is [higher] [lower] than [or equal to] [AutocallBarrier] [AutocallBarrier(i)]] [[and] [or] [a European] [an American] [a Low Barrier] [a High Barrier] Knock-In Event has [not] occurred] [[and] [or] [a European] [an American] [a Low Barrier] [a High Barrier] Knock-In Event has [not] occurred] [[and] [or] [ReferenceFormula_Autocall_2(t)] or [the Closing Price [S(t)]] or [each Intraday Price [SI(t)]] or [at least one Intraday Price [SI(t)]] or [at least one Closing Price [S(t)]] is [higher] [lower] than [or equal to] [AutocallBarrier_2] [AutocallBarrier_2(i)]]].

Multi-Underlyings

Early Expiration Event(i) is deemed to have occurred, as determined by the Calculation Agent, if on Reference Date(s)(t), [[ReferenceFormula_Autocall(t)] [ReferenceFormula_Autocall(t,k) of each Underlying(k)] or [the Closing Price [S(t,k)] of each Underlying(k)] or [each Intraday Price [SI(t,k)] of each Underlying(k)] or [at least one Intraday Price [SI(t,k)] of each Underlying(k)] or [ReferenceFormula_Autocall(t,k) of at least one Underlying(k)] or [the Closing Price [S(t,k)] of at least one Underlying(k)] or [each Intraday Price [SI(t,k)] of at least one Underlying(k)] or [at least one Intraday Price [SI(t,k)] of at least one Underlying(k)] is [higher] [lower] than [or equal to] [AutocallBarrier] [AutocallBarrier(i,k)]] [[and] [or] [a European] [an American] [a Low Barrier] [a High Barrier] Knock-in Event has [not] occurred] [[and] [or] [a European] [an American] [a Low Barrier] [a High Barrier] Knock-in Event has [not] occurred] [[and] [or] [ReferenceFormula_Autocall_2(t)] [ReferenceFormula_Autocall_2(t,k) of each Underlying(k)] or [the Closing Price [S(t,k)] of each Underlying(k)] or [each Intraday Price [SI(t,k)] of each Underlying(k)] or [at least one Intraday Price [SI(t,k)] of each Underlying(k)] or [ReferenceFormula_Autocall_2(t,k) of at least one Underlying(k)] or [the Closing Price [S(t,k)] of at least one Underlying(k)] or [each Intraday Price [SI(t,k)] of at least one

Underlying(k)] or [at least one Intraday Price [SI(t,k)] of at least one Underlying(k)] is [higher] [lower] than [or equal to] [AutocallBarrier_2] [AutocallBarrier_2(i,k)].

b) Variable Data:

NumberofDays
AutocallBarrier
AutocallBarrier_2

These Variable Data are defined under Condition 5.4 herein.

c) Reference Formula(e):

ReferenceFormula_Autocall
ReferenceFormula_Autocall_2
Closing Price
Intraday Price

1.3 Final Settlement Price

Any relevant Product Formula used to determine the Final Settlement Price of the relevant Product appearing in the paragraph relating to the Reference of the Product in Condition 3 below will be replicated in the clause "Final Settlement Price" of the Final Terms with the values taken by the **Variable Data**, the **ReferenceFormula(e)**, the necessities **Schedule(s)**, the indication of the **Specific Definitions**, applicable **Add-ons** and/or **Options** set out in Conditions 1.4, 2.1, 2.2, 2.3 and 2.4, as the case may be, below:

<p>Final Settlement Price:</p>	<p>Unless previously exercised or cancelled in accordance with the Terms and Conditions, the Final Settlement Price for each Warrant will be determined by the Calculation Agent in accordance with the following provisions:</p> <p><i>[Insert the Final Settlement Price of the Product corresponding to the relevant Reference of the Product. The applicable definitions to the Product Formula(e) will be inserted in the clause "Definitions relating to the Product" of the applicable Final Terms.]</i></p>
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1.4 Add-ons relating to Product Formulae

When an Add-on is used in respect of the Product Formula of a Product Amount defined in Condition 3 below, this will supplement, modify or supersede, such Product Formula.

For each Product Amount in respect of which an Add-on is used, the relevant Product Amount section of the applicable Final Terms shall include the reference to (a) the relevant Add-on (Conditions 1.4.1 to 1.4.8 below), (b) the applicable Option in relation to the relevant Add-on (Conditions 1.4.5 to 1.4.6 below) and (c) the applicable Product Formula(e) (Condition 3 below) and / or Variable Data (Condition 5 below).

1.4.1 Add-on relating to Early Settlement Price

If the paragraph "*Event-linked Early Expiration*" of a Product of a Family of Products is specified as being "Applicable" in Condition 3 below, this may nevertheless be modified as follows in accordance with the information indicated in the clause "Reference of the Product" of the applicable Final Terms:

- this clause may be set as "Not applicable" in the applicable Final Terms of the Product and, consequently, no Early Settlement Price shall be determined in respect of the Product;
- the Product Formula(e) predefined relating to the Early Settlement Price may be superseded by one or more Product Formula(e) relating to the Early Settlement Price of any other Product of any other Family of Products described in Condition 3 below;
- if the paragraph "*Event-linked Early Expiration*" of a Product of a Family of Products is specified as being "Not applicable" in Condition 3 below, this may nevertheless be modified to "Applicable" in the applicable Final Terms to the Product and, consequently, an Early Settlement Price shall be determined for this Product by applying the Product Formula relating to the Early Settlement Price of any other Product of any other Family of Products described in condition 3 below.

1.4.2 Add-on relating to the Structured Amounts

If the paragraph "*Structured Amount*" is specified as "Applicable" in respect of a Product of a Family of Products in Condition 3 below, this may nevertheless be modified as follows in accordance with the information indicated in the clause "*Reference of the Product*" of the applicable Final Terms:

- this clause may be set as "Not applicable" in the applicable Final Terms of the Product and, consequently, no Structured Amount shall be determined under the Product;
- the Product Formula(e) predefined in Condition 3 below relating to the Structured Amount(s) may be replaced by one or more Product Formula(e) relating to the Structured Amount of any other Product of any other Family of Products described in Condition 3 below.
- If the clause "Structured Amount" is specified as "Not applicable" in respect of a Product of a Family of Products in Condition 3 below, this may nevertheless be modified as "Applicable" in the applicable Final Terms of the Product and consequently, a Structured Amount(s) shall be determined under the Product by applying the Product Formula relating to the Structured Amount of any other Product of any other Family of Products described in Condition 3 below.

Any Product Formula defined in Condition 3 below (relating to the Structured Amount) of a Product of the Family of Products "Credit or Bond Linked Products" may be superseded or supplemented by any other Product Formula (relating to the Structured Amount) of a Product of any Family of Products other than the Family of Products "Credit or Bond Linked Products".

1.4.3 Add-on relating to Credit Linked or Bond Linked Products

Any Product Formula defined in Condition 3 below (relating to the Structured Amount and/or the Early Settlement Price and/or the Final Settlement Price) of a Product of the Family of Products other than "Credit or Bond Linked Products" may be superseded or supplemented by any other Product Formula (relating to the Structured Amount and/or the Early Settlement Price and/or the Final Settlement Price) of a Product of the Family of Product "Credit or Bond Linked Products". In such a case, all the provisions applicable to the Family of Product "Credit or Bond Linked Products" in case of occurrence of one or more Credit Event Determination Date(s) or Bond Event Determination Date(s) (as applicable) will apply

to a Product Formula, notwithstanding Condition 1.1.1.1 and 1.2.1(i) of the Additional Terms and Conditions for Credit Linked Warrants and Condition 1 of the Additional Terms and Conditions for Bond Linked Warrants, as applicable.

In addition, when relevant:

a. The formula of the Structured Amount will be adjusted as per below:

- in respect of Single Name Warrants and First-to-Default Warrants, where relevant, "Notional Amount" will be replaced by "Nominal Amount" in the formula of the Structured Amount; and
- in respect of Basket Warrants, Tranche Warrants and Basket Bond Linked Warrants, where relevant, "Notional Amount" will be replaced by the "Relevant Proportion of the Calculation Amount" in the formula of the Structured Amount.

b. The formula of the Early Settlement Price if one or more Credit Event Determination Date(s) occur(s) will be adjusted as per below:

- "Notional Amount" will be replaced by "Credit Event Payment Amount" in the formula of the Early Settlement Price; or
- the full formula of the "Early Settlement Price" will be replaced by "Credit Event Payment Amount".

c. The formula of the Final Settlement Price if one or more Credit Event Determination Date(s) occur(s) will be adjusted as per below:

- "Notional Amount" will be replaced by "Credit Event Payment Amount" in the formula of the Final Settlement Price; or
- the full formula of the "Final Settlement Price" will be replaced by "Credit Event Payment Amount".

1.4.4 Add-on relating to Memory Payout(s)

The provisions of this Condition 1.4.4 shall be read in conjunction with the provisions of the Terms and Conditions.

Any generic Product Formula defined in Condition 3 below and used to determine a Product Amount(i) and/or a Structured Amount(i) as of a Structured Amount Calculation Date(i) (i from 1 to T) and/or an Event-linked Early Expiration Date(i) (i from 1 to T), as the case may be, can in respect of any Product be modified as follows in order to take into account Product Amount(s) (if any) determined effectively in respect of Structured Amount Calculation Date(s) immediately preceding such Structured Amount Calculation Date(i) (i from 1 to T) or Event-linked Early Expiration Date(i) (i from 1 to T), as the case may be:

$$\text{Product Amount}(i) = \text{Max}(0 ; \text{Notional Amount} \times (\text{BaseSettlementLevel}(i) + \text{Participation} \times \text{Product Formula}(i)) - \text{Product Amount}(i-1))$$
 or , as the case may be,
$$\text{Structured Amount}(i) = \text{Max}(0 ; \text{Notional Amount} \times (\text{BaseSettlementLevel}(i) + \text{Participation} \times \text{Payout}(i)) - \text{Structured Amount}(i-1))$$

Where:

Participation being a Variable Data specified in the applicable Final Terms.

1.4.5 **Add-on relating to Global Factors**

Any Product Formula defined in Condition 3 below and used to determine a Product Amount may be modified by the addition of a GlobalCap, GlobalFloor, GlobalAdditiveFactor and GlobalMultiplicativeFactor:

Option 1: If a GlobalCap applies, then:

Product Amount = Notional Amount x Min(GlobalCap ; ProductFormula), with GlobalCap being a Variable Data specified in the applicable Final Terms.

Option 2: If a GlobalFloor applies, then:

Product Amount = Notional Amount x Max(GlobalFloor ; ProductFormula), with GlobalFloor being a Variable Data specified in the applicable Final Terms.

Option 3: If a GlobalAdditiveFactor applies, then:

Product Amount = Notional Amount x (ProductFormula + GlobalAdditiveFactor), with GlobalAdditiveFactor being a Variable Data specified in the applicable Final Terms.

Option 4: If a GlobalMultiplicativeFactor applies, then:

Product Amount = Notional Amount x ProductFormula x GlobalMultiplicativeFactor, with GlobalMultiplicativeFactor being a Variable Data specified in the applicable Final Terms.

The Variable Data are defined under Condition 5.4 herein.

1.4.6 **Add-on relating to Foreign Exchange Rates**

Any Product Formula defined in Condition 3 below and used to determine a Product Amount expressed in a currency other than the Settlement Currency may be modified as follows in order to ensure that the Product Amount is denominated and paid in the Settlement Currency:

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

1.4.7 **Add-on relating to CapitalisationRate**

For some Products for which there is a significant period of time between the last Valuation Date and the Settlement Date, the Product Formula can become:

Product Amount = Notional Amount x Product Formula x CapitalisationRate,

with the CapitalisationRate being calculated on the relevant period of calculation and being a Variable Data specified in the applicable Final Terms.

1.4.8 **Add-on relating to hedging fees applicable to a Product Formula**

For some Products for which specific hedging fees are applicable, the Product Formula can become:

Product Amount = Notional Amount x Product Formula x Hedging Fees Factor

Hedging Fees Factor(i) = Product(for t from 1 to i) [(1 - Factor_1(t-1) x (ACT(t-1;t) / 360)) x (1 - (Factor_2(t-1) + Factor_Gap(t-1) + Factor_Collat(t-1) + Factor_Quanto (t-1)) x (ACT(t-1;t) / 360)) x (1 +

$\text{Facteur_Rate}(t-1) \times (\text{Act}(t-1;t) / [360][365]))$ with [Factor_1] [and] [Factor_2] [and] [Factor_1_Max] and [Factor_2_Max] being [a] Variable Data specified in the applicable Final Terms

Where:

Factor_1(t) means [0] [Factor_1, which is an annual commission rate deducted from the value of the Product.] [a rate which is an annual commission rate deducted from the value of the Product. Factor_1(0) is equal to Factor_1 as of Valuation Date(0) and for each subsequent Valuation(t), the value of Factor_1(t) may be amended by the Calculation Agent provided that it shall not exceed Factor_1_Max.]

Factor_2(t) means [0] [Factor_2, which is an annual commission rate deducted from the value of the Product.] [a rate which is an annual commission rate deducted from the value of the Product. Factor_2(t) will be equal to Factor_2 as of Valuation Date(0) and for each subsequent Valuation(t), the value of Factor_2(t) may be amended by the Calculation Agent provided that it shall not exceed Factor_2_Max.]

Factor_Gap(t) means [0] [Factor_Gap_Initial as of Valuation Date(0). For each subsequent Valuation Date(t), the value of Factor_Gap(t) may be amended by the Calculation Agent in order to reflect], in respect of each Valuation Date(t), the annual gap premium rate as of such Valuation Date(t), as determined by the Calculation Agent as the cost that the Issuer (or any of its affiliates) would charge to replicate the performance of the Product, which includes, *inter alia*, the costs of hedging the risk of the market value of the Product becoming negative]; and

Factor_Collat(t) means [0][Factor_Collat_Initial as of Valuation Date(0). For each subsequent Valuation Date(t), the value of Factor_Collat(t) may be amended by the Calculation Agent in order to reflect] [, for each Valuation Date(t), an annual rate which shall be determined with respect to such Valuation Date(t) by the Calculation Agent as][the cost that would be incurred by the Issuer (and/or its affiliates) if it were to borrow the Collateral Assets (through, for example, but without limitation, a securities lending or repurchase agreement) for an amount equal to the market value of the Product as of such Valuation Date(t) (as determined by the Calculation Agent)] [multiplied by the Collateralisation Percentage].

Factor_Quanto(t) means [0] [Factor_Quanto_Initial as of Valuation Date(0). For each subsequent Valuation Date(t), the value of Factor_Quanto(t) may be amended by the Calculation Agent in order to reflect], in respect of each Valuation Date(t), the annual quanto cost as of such Valuation Date(t), as determined by the Calculation Agent] [as] [the cost that the Issuer (and/or its affiliates) would charge to replicate the performance of the Product, which includes, *inter alia*, the costs of hedging the foreign exchange risk under the Product]

Facteur_Rate(t) means, in respect of Valuation Date(t), the fixing of Interest_Rate_Overnight, as ascertained by the Calculation Agent based on the Rate Source.

Interest_Rate_Overnight means an interest rate specified in the applicable Final Terms.

Rate Source means a data source specified in the applicable Final Terms.

1.5 Non applicability of the Notional Amount

For a particular Issue of Warrants, the applicable Final Terms may specify the Notional Amount as being "Not applicable". In such cases, any reference to "Notional Amount" in the applicable Final Terms relating to such Issue of Warrants shall be omitted and removed from the description of the relevant Product Formula(e).

2. SCHEDULE – GENERAL DEFINITIONS AND SPECIFIC DEFINITION(S) - VARIABLE DATA - REFERENCE FORMULA(E)

2.1 Schedule

A **Schedule** designates either (A) a list of Valuation Date(s) or Relevant Valuation Date(s) or any other date(s), or (B) all Valuation Date(s) or Relevant Valuation Date(s) or any other date(s) comprised within a defined period.

For the avoidance of doubt, several Schedules may be used for the determination and calculation of a particular Product Amount. For ease of reading, Schedules may be renamed (e.g. "Period" may be renamed "Corridor Period").

Furthermore, in respect of a Product Formula and a particular Schedule, also for ease of reading, "Valuation Date" or "Relevant Valuation Date" may be renamed (for instance, for a Schedule made of daily Valuation Dates, "Valuation Date" may be renamed "Daily Valuation Date", for a Schedule with annual Valuation Dates, "Valuation Date" may be renamed "Annual Valuation Date", for another Schedule relating to a specific Underlying_A, "Valuation Date" may be renamed "Underlying_A Valuation Date").

2.2 General Definitions and Specific Definition(s)

2.2.1 General Definitions: Definitions listed in Condition 5 below are applicable to all the Families of Products and to each Product within a Family of Products.

2.2.2 Specific Definition(s): Definitions used, as the case may be, to determine a Product Amount and/or the related Reference Formula. One or more specific definitions may be necessary (hereafter the **Specific Definition(s)**). The Specific Definitions are set out in the paragraph of Condition 3 below corresponding to the relevant Reference of the Product and called "Specific Definitions" and replicated in the applicable Final Terms. When no Specific Definition is necessary to determine a Product Amount, the paragraph "Specific Definition(s)" shall indicate "No Specific Definition is necessary to determine and calculate a Product Amount".

2.3 Variable Data

One or more variable data are necessary to determine a Product Amount of a Product (referred to as the **Variable Data**). The definition of the Variable Data that may be used for the Product Amount of a Product of any Family of Products is listed in Condition 5.4 (*Variable Data*) below.

The Variable Data listed in Condition 5.4 below and that may be used in respect of one or more Products of a Family of Products is set out in the sub-paragraph titled "*Variable Data*" of the relevant Family of Product.

The Variable Data listed in Condition 5.4 below necessary to a specific Product are set out in the paragraph "Variable Data" of such Product.

In the applicable Final Terms:

- Depending on their respective definition set out in Condition 5.4 below, each Variable Data can be an amount, a level, a percentage or the observed value of a Reference Formula applied to the Underlying(s) of the Product.
- A Variable Data may depend on a specific Schedule or dates as defined above in Condition 2.1. For example, for the Reference of the Product 3.1.1 "Base Product", the paragraph "Event-linked Early Expiration" refers to the Variable Data "BaseSettlementLevel_ESP(i)" which is the value of the BaseSettlementLevel_ESP on a specific Valuation Date (i), date in respect of which an Early Expiration Event is deemed to have occurred, as determined by the Calculation Agent:

Early Settlement Price(i) = Notional Amount × Product Formula(i)

Product Formula(i) = **BaseSettlementLevel_ESP(i)**

If, in respect of a Product Formula of a Product Amount of a specific Product, a Variable Data has a value of either 0 (zero) or 1 (one), or is not used or not useful or if a Variable Data is not applicable for the calculation of certain Product Amounts, then Product Formula(e) as specified in the applicable Final Terms may be simplified in the applicable Final Terms for the purpose of improving the reading and intelligibility of formula(e).

For instance, if the Product Formula of a Product Amount of a particular Product is:

BaseSettlementLevel + Min(Cap ; Participation x ReferenceFormula_Payout),

and the Variable Data "BaseSettlementLevel" is equal to 0, "Participation" is equal to 1, and "Cap" is not applicable, then the Product Formula of such Product Amount may be simplified in the applicable Final Terms as follows:

ReferenceFormula_Payout

Variable Data which are defined in brackets "[...]" are optional.

2.4 Reference Formula(e)

Reference Formula(e) are pre-defined basic formulae specified under Condition 4 below (referred to as individually the **Reference Formula** and collectively **Reference Formulae**) which are used, as the case may be, as inputs in respect of an Option, a Product Formula and/or one or several Specific Definitions or Add-ons necessary to determine a Product Amount.

For each Product described in Condition 3 below appears a paragraph called "Reference Formula(e)".

This paragraph indicates:

- (i) the context in which the Reference Formulae of the Product are used, by the suffix which follows the expression "Reference Formula_" e.g.
 - "ReferenceFormula_Final" which means that the Reference Formula of the Product is used to determine the Final Settlement Price of the Product. In that case, the Product Formula, the Option and/or one or several Specific Definitions or Add-ons which are necessary to the determination of the Final Settlement Price will use "ReferenceFormula_Final".

For example, for the Reference of the Product 3.6.1 "Himalaya & Emerald", the paragraph "Reference Formula(e)" indicates "Reference Formula_Final" which means that a Reference Formula is used to determine the Final Settlement Price and the paragraph "Final Settlement Price" indicates:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP+ Max(Floor ; Min(Cap ; Participation x Max(0 ; **Reference Formula_Final(RVD(T))** – Strike)))

- "ReferenceFormula_ESP" means that the Reference Formula of the Product is used to determine the Early Settlement Price of the Product, if any.

For example, for the Reference of the Product 3.3.3 "Digital Payout Autocall with Memory Effect", the paragraph "Reference Formula(e)" indicates "ReferenceFormula_ESP" means that a Reference Formula is used to determine the Early Settlement Price and the paragraph "Early Expiration Event" indicates:

Early Settlement Price = Notional Amount x Product Formula(i)

Product Formula(i) = BaseSettlementLevel_ESP (i) + Max(Payout_ESP (i) ; Participation(i) x **ReferenceFormula_ESP(i)**)

- "ReferenceFormula_Payout" means that the Reference Formula of the Product is used to determine the Structured Amount of the Product. In that case, the Product Formula, the Option and/or one or several Specific Definitions which are necessary to the determination of the Structured Amount will use "ReferenceFormula_Payout".

For example, for the Reference of the Product 3.5.1 "Resettable Accumulator", the paragraph "Reference Formula(e)" indicates "ReferenceFormula_Payout" means that a Reference Formula is used to determine the Structured Amount and the paragraph "Structured Amount" indicates:

Structured Amount(i) = Notional Amount x Product Formula(i)

Product Formula(i) = Max(Floor(i) ; Min(Cap(i) ; Participation(i) x (**ReferenceFormula_Payout(RVD(i))** – ReferenceFormula_Payout(RVD(i-1))))); and

- (ii) the name of the Reference Formula(e) applicable to the Product or the most likely to be applicable to the Product. The paragraph "Reference Formula(e)" will also indicate the Families of Products to which the applicable or the most likely to be applicable Reference Formula(e) belong to. For example, if the paragraph "Reference Formula(e)" indicates "AverageTimeLevel (as defined under Condition 4.9 below of the Family of "TimeLevel")", it means that the Reference Formula "AverageTimeLevel", belonging to the "TimeLevel" Family as defined in Condition 4.9 below, is applicable or is the most likely to be applicable to the Product.

A Reference Formula will be used to determine either Reference Price(s), Reference Performance(s), Reference Level(s) or Reference Fixing(s).

For the avoidance of doubt, when Reference Formula(e) is/are not relevant for a Product, it shall not appear in the applicable Final Terms of the Product.

Any Reference Formula indicated in Condition 4 below may also, in respect of a Product Formula, be defined as a "Sum of ReferenceFormula", a "Difference of ReferenceFormula" or "ReferenceFormula – 100%" or "100% - ReferenceFormula" or be expressed as a negative component and be preceded by the sign"-".

Where:

A "Sum of ReferenceFormula" means that two or more Reference Formulae have been added together in order to determine a new Reference Formula for the purpose of determining a Product Amount.

B "Difference ReferenceFormula" means that a Reference Formula have been subtracted from another Reference Formula in order to determine a new Reference Formula for the purpose of determining a Product Amount.

C "ReferenceFormula – 100%" means that 100% has been subtracted from a Reference Formula in order to determine a new Reference Formula for the purpose of determining a Product Amount.

D "100% - ReferenceFormula" means that a ReferenceFormula has been subtracted from 100% in order to determine the Reference Formula(e) for the purpose of determining a Product Amount.

Provided that options A to D above may be combined: for example a new Reference Formula may be created as a Sum of ReferenceFormula as per option A, and then subtracted from 100% as per option D.

Any Reference Formula defined in a currency other than the Settlement Currency may be converted into the Settlement Currency based on the applicable Foreign Exchange Rate between the currency of the Product Formula and the Settlement Currency.

Reference Formulae, Variable Data, applicable options and any other term which are between square brackets "[...]" are optional.

3. FAMILIES OF PRODUCTS AND DESCRIPTION OF THE FAMILIES

Set out below the list of Families of Products and the description of each of the Families:

Reference	Family	Description of the Family
3.1	Base Products	This family includes Products which provide exposure to the positive or negative performance of an Underlying or a Basket or one or several Underlying(s) within a Basket.
3.2	Vanilla Products	This family includes Products which provide exposure to the positive or negative performance of an Underlying or a Basket or one or several Underlying(s) within a Basket, where the Product Amount(s) are determined based on either (a) an amount which depends on the performance or level of the Underlying or Basket or one or several Underlying(s) within a Basket (Calls and Puts) or (b) a pre-defined fixed amount (Digital Calls/Puts) or variable amount (Range Accrual). Performance or level of the Underlying or Basket or one or several Underlying(s) within a Basket can be weighted, leveraged, averaged, locked, floored and/or capped.
3.3	Barrier Products	This family includes Products which provide exposure to the positive or negative performance of an Underlying or a Basket of one or several Underlying(s) within a Basket, where the Product Amount(s) are determined based on one or several conditions (categorized in several scenarios). Typically, a condition is satisfied [or not] if the performance or level of an Underlying or Basket of one or several Underlying(s) within a Basket is higher than or equal to [or lower] a pre-defined barrier performance or level. Performance or level of the Underlying or Basket or one or several Underlying(s) within a Basket can be weighted, leveraged, averaged, locked, floored and/or capped.
3.4	Reserved	
3.5	Accumulator and Cliquet Products	This family includes Products which provide exposure to the positive performance of an Underlying or a Basket or one or several Underlying(s) within a Basket, where the Product Amount(s) are determined based on an accumulation (either additive or multiplicative) of

		performances of the Underlying or Basket or one or several Underlying(s) within a Basket over several consecutive periods (performances being usually restricted at the beginning of every period). Performances of the Underlying or Basket or one or several Underlying(s) within a Basket can be weighted, leveraged, averaged, locked, floored and/or capped.
3.6	Multi-underlying Products	This family includes Products which provide exposure to the positive or negative performance of several Underlyings comprising the Basket, where the Product Amount(s) are determined based on the individual performance or level of each Underlying, provided that this individual performance or level can be weighted, leveraged, averaged, locked, floored and/or capped. Composition of the Basket can be altered over time depending on the individual performance or level of the Underlyings. Performances of the Underlyings or Basket or one or several Underlying(s) within a Basket can be weighted, leveraged, averaged, locked, floored and/or capped.
3.7	Volatility Products	This family includes Products which provide exposure to the positive or negative performance of the historical variance or historical volatility of an Underlying or a Basket or one or several Underlying(s) within a Basket. Variance and volatility are measures of the dispersion of Underlying(s) returns. The Product Amount(s) are determined based on (a) performance or level of the Underlying or Basket or one or several Underlying(s) within a Basket and / or (b) historical variance or historical volatility of the Underlying or Basket and / or (c) additional parameters (if relevant). Performance or level or historical variance or historical volatility of the Underlying or Basket can be weighted, leveraged, averaged, locked, floored and/or capped.
3.8	Systematic Strategy Products	This family includes Products which provide exposure to the positive performance of a Dynamic Basket made up of a RiskyComponent, a SafeComponent, and when leveraged is used, a LeverageComponent. The Dynamic Basket level is determined by iteration depending on the exposure to the RiskyComponent, SafeComponent and LeverageComponent (if relevant) and their respective levels. The exposure to the RiskyComponent, SafeComponent and

		LeverageComponent (if relevant) is determined in the Product Formula and as an illustration can be determined in accordance with a constant proportion portfolio insurance or target volatility mechanisms. The Dynamic Basket level can be weighted, leveraged, averaged, locked, floored and/or capped.
3.9	Rate Products	This family includes Products commonly used to provide exposure to Reference Rate or Inflation Index, provided that other Family of Products may be indexed to Reference Rate or Inflation Index.
3.10	Credit or Bond Linked Products	<p>This family includes Products which provide exposure to the credit risk of a Reference Entity or a Reference Portfolio comprising several Reference Entities (in respect of Credit Linked Warrants) or a Bond or a Reference Portfolio comprising several Bonds (in respect of Bond Linked Warrants) and the financial indebtedness of any such Reference Entity or one or several Reference Entity(ies) within the Reference Portfolio (in respect of Credit Linked Warrants), where the Product Amounts are determined according to the occurrence of Credit Event(s) or Bond Event(s) and in the case of the occurrence of Credit Event(s), according to the Credit Event Payment Amount or the Credit Linked Physical Delivery Amount (with, if any, the Credit Event Payment Amount per Undeliverable Obligations), as applicable, as defined in the Additional Terms and Conditions for Credit Linked Warrants, or of Bond Event(s), according to the Bond Event Amount as defined in the Additional Terms and Conditions for Bond Linked Warrants.</p> <p>In addition, the Autocall Credit Linked Products provide exposure to the positive or negative performance of a CDS Spread, where the Product Amount(s) are determined based on one or several conditions, one of which being typically satisfied if the level of the CDS Spread is higher (or lower) than or equal to a pre-defined barrier.</p>
3.11	Combined Vanilla Products	This family includes Products which provide exposure to the positive or negative performance of an Underlying or a Basket or one or several Underlying(s) within a Basket, where the Product Amount(s) are determined as a floored, capped or leveraged weighted combination, either additive or multiplicative, of vanilla calls, puts, digits, fixed amounts, and combinations, either additive or multiplicative, of calls, digits and fixed

		amounts.
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3.1 Family of Products "Base Product"

Set out below the list of Products of the Family of Products "Base Products", the Reference of the Product of which is mentioned in the table below and will be indicated in the applicable Final Terms in the clause "*Reference of the Product*".

Reference of the Product	Product
3.1.1	Base Product
3.1.2	European Forward
3.1.3	Standard Forward
3.1.4	Standard Certificate

Description of how the value of the Warrant can be affected by the value of the Underlying(s)

The Family "Base Product" comprises Products which provide exposure to the positive or negative performance of an Underlying or a Basket or one or several Underlying(s) within a Basket.

3.1.1 Base Product

If the applicable Final Terms specify that "*Reference of the Product*" is 3.1.1, the following applies:

3.1.1.0 Product Description :

- There is no Structured Amount for this Product.
- This Product may be subject to Event-linked Early Expiration:
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price equals a predetermined value increased as the case may be by the value of the ReferenceFormula considered, which may be subject to a leverage factor.
- Unless previously exercised or cancelled, the Final Settlement Price is equal to a predetermined value increased as the case may be by the value of ReferenceFormula_Final and applied to the Underlying(s) of the Product, which may be subject to a leverage factor.

3.1.1.1 Structured Amount: Not applicable

3.1.1.2 Event-linked Early Expiration: Applicable

Early Settlement Price(i) = Notional Amount × Product Formula(i)

Product Formula(i) = BaseSettlementLevel_ESP(i) + Payout_ESP(i) + Participation × ReferenceFormula_ESP(i)

3.1.1.3 Final Settlement Price:

Final Settlement Price = Notional Amount × Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP(T) + FinalParticipation × ReferenceFormula_Final(T)

3.1.1.4 Specific Definition(s):

The applicable Final Terms shall indicate, as the case may be, one or more definitions mentioned in Condition 1.2.2 above.

3.1.1.5 Variable Data:

BaseSettlementLevel_ESP
BaseSettlementLevel_FSP
FinalParticipation
Participation
Payout_ESP
AutocallBarrier

These Variable Data are defined under Condition 5.4 herein.

3.1.1.6 Reference Formula(e):

ReferenceFormula_ESP
ReferenceFormula_Final

Among the Reference Formulae defined under Condition 4 below, the ones mainly used for these Products are (but without limitation):

Level (as defined under Condition 4.1 of the *Family of "SimpleLevel"*)

BasketLevel (as defined under Condition 4.3 of the *Family of "BasketLevel"*)

3.1.2 European Forward

If the applicable Final Terms specify that "*Reference of the Product*" is 3.1.2, the following applies:

3.1.2.0 Product Description :

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Structured Amount in respect of this Product is equal a predetermined value increased as the case may be by the value of ReferenceFormula_Payout and applied to the Underlying(s) which may be subject to a floor and / or a cap and / or with a leverage factor.
- This Product may be subject to Event-linked Early Expiration.
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price equals a predetermined value increased as the case may be by the value of the ReferenceFormula considered, which may be subject to a leverage factor.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is equal to the value of the Reference Formula considered minus a strike level, which may be subject to a floor and / or a cap and / or with a leverage factor.

3.1.2.1 Structured Amount: Applicable

Structured Amount(i) = Notional Amount x Product Formula(i)

Product Formula(i) = Max(Floor_Payout(i) ; Min(Cap_Payout(i) ; Constant_Payout + Participation_Payout(i) x (ReferenceFormula_Payout(RVD(i)) – Payout_Strike(i))))

3.1.2.2 Event-linked Early Expiration: Applicable

Early Settlement Price(i) = Notional Amount × Product Formula(i)

Product Formula(i) = BaseSettlementLevel_ESP(i) + Payout_ESP(i) + Participation × ReferenceFormula_ESP

3.1.2.3 Final Settlement Price:

Final Settlement Price = Notional Amount × Product Formula(T)

Product Formula(T) = Max(Floor_FSP ; Min(Cap_FSP ; (BaseSettlementLevel_FSP + FinalParticipation × (ReferenceFormula_Final(RVD(T)) - FinalStrike))))

3.1.2.4 Specific Definition(s):

The applicable Final Terms shall indicate, as the case may be, one or more definitions mentioned in Condition 1.2.2 above.

3.1.2.5 Variable Data:

Floor_Payout
Cap_Payout
Participation_Payout
Payout_Strike
Constant_Payout
Payout_ESP
BaseSettlement_ESP
BaseSettlementLevel_FSP
FinalParticipation
Floor_FSP
Cap_FSP
FinalStrike
Participation

These Variable Data are defined under Condition 5.4 herein.

3.1.2.6 Reference Formula(e):

ReferenceFormula_Payout
ReferenceFormula_ESP
ReferenceFormula_Final

Among the Reference Formulae defined under Condition 4 below, the ones mainly used for these Products are (but without limitation):

Level (as defined under Condition 4.1 of the Family of "SimpleLevel")

BestLevel (as defined under Condition 4.5 of the Family of "BestLevel")

WorstLevel (as defined under Condition 4.6 of the Family of "WorstLevel")

AverageTimeLevel, MaxTimeLevel or MinTimeLevel (as defined under Condition 4.9 of the Family of "TimeLevel")

3.1.3 Standard Forward

If the applicable Final Terms specify that "*Reference of the Product*" is 3.1.3, the following applies:

3.1.3.0 Product Description

- There is no Structured Amount for this Product
- There is no Event-linked Early Expiration for this Product
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price is equal to a predetermined value increased as the case may be by the value of the Reference Formula_Payout applied to the Underlying(s) which may be subject to a floor and/or a cap and/or with a leverage factor

3.1.3.1 Structured Amount: Not applicable

3.1.3.2 Event-linked Early Expiration: Not applicable

3.1.3.3 Final Settlement Price:

Final Settlement Price = Notional Amount x Product Formula(T)

ProductFormula(T) = Max(Floor_FSP ; Min(Cap_FSP ; BaseSettlementLevel_FSP + FinalParticipation x (ReferenceFormula_Final(RVD(T)) – FinalStrike)))

3.1.3.4 Specific Definitions:

The applicable Final Terms shall indicate, as the case may be, one or more definitions mentioned in Condition 1.2.2 above.

3.1.3.5 Variable Data:

BaseSettlementLevel_FSP
FinalParticipation
Floor_FSP
Cap_FSP
FinalStrike

These variable data are defined under Condition 5.4 herein

3.1.3.6 Reference Formula(e):

ReferenceFormula_Final

Among the Reference Formulae defined under Condition 4, the ones mainly used for these Products are (but without limitation):

Level (as defined under Condition 4.1 of the Family of "SimpleLevel")

BestLevel (as defined under Condition 4.5 of the Family of "BestLevel")

WorstLevel (as defined under Condition 4.6 of the Family of "WorstLevel")

AverageTimeLevel, MaxTimeLevel or MinTimeLevel (as defined under Condition 4.9 of the Family of "TimeLevel")

3.1.4 Standard Certificate

If the applicable Final Terms specify that "*Reference of the Product*" is 3.1.4, the following applies:

3.1.4.0 **Product Description :**

- There is no Structured Amount for this Product
- There is no Event-linked Early Expiration for this Product
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price is equal to a predetermined value increased as the case may be by the value of the Reference Formula_Payout applied to the Underlying(s) which may be subject to a leverage factor

3.1.4.1 **Structured Interest:** Not Applicable

3.1.4.2 **Event-linked Early Expiration:** Not Applicable

3.1.4.3 **Final Settlement Price:**

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP + Participation x ReferenceFormula_Final(RVD(T))

3.1.4.4 **Specific Definition(s):**

The applicable Final Terms shall indicate, as the case may be, one or more definitions mentioned in Condition 1.2.2 above.

3.1.4.5 **Variable Data:**

BaseSettlementLevel_FSP

Participation

These Variable Data are defined under Condition 5.4 herein.

3.1.4.6 **Reference Formula(e):**

ReferenceFormula_Final

Among the Reference Formulae defined under Condition 4 the ones mainly used for these Products are (but without limitation):

Level (as defined under Condition 4.1 of the Family of "SimpleLevel")

BasketLevel (as defined under Condition 4.3 of the Family of "Basket Level")

3.2 **Family of Products "Vanilla"**

Set out below the list of Products of the Family of Products "Vanilla", the Reference of the Product of which is mentioned in the table below will be indicated in the applicable Final Terms in the clause "Reference of the Product".

Reference of the Product	Product
3.2.1	European Call
3.2.2	European Put
3.2.3	Digital Call
3.2.4	Digital Put

3.2.5	Call Standard
3.2.6	Put Standard

Description of how the value of the Warrants can be affected by the value of the Underlying(s)

The Family "Vanilla" comprises Products which provide exposure to the positive or negative performance of an Underlying or a Basket or one or several Underlying(s) within a Basket, where the Product Amount(s) are determined based on either (a) an amount which depends on the performance or level of the Underlying or Basket or one or several Underlying(s) within a Basket (European Calls/Puts) or (b) a pre-defined fixed amount (Digital Calls/Puts). Performance or level of the Underlying or Basket or one or several Underlying(s) within a Basket can be weighted, leveraged, averaged, locked, floored and/or capped.

3.2.1 *European Call*

If the applicable Final Terms specify that "*Reference of the Product*" is 3.2.1, the following applies:

3.2.1.0 **Product Description:**

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Structured Amount in respect of this Product depends on the realisation of one among two possible scenarios:
 - o The occurrence of these scenarios depends on the value of ReferenceFormula_Payout applied to the Underlying(s) of the Product and of its position compared to a Strike.
 - o The Product Formula used to determine the Structured Amount may be equal, depending on the scenario occurring, to the value of ReferenceFormula_Payout which may be subject to a floor and / or a cap and / or with a leverage factor.
- This Product may be subject to Event-linked Early Expiration.
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price equals a predetermined value.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends on the realisation of one among two possible scenarios:
 - o If the value of ReferenceFormula_Final is higher than [or equal to] a Strike, the Product Formula equals a predetermined value increased, as the case may be, by the value of ReferenceFormula_Final minus a strike level, which may be subject to a floor and / or a cap and / or with a leverage factor.
 - o If the value of the ReferenceFormula considered is lower than or [equal to] a Strike, the Product Formula equals a predetermined value.

3.2.1.1 **Structured Amount: Applicable**

Scenario 1:

If on Valuation Date(i), ReferenceFormula_Payout_1(RVD(i)) is higher than [or equal to] Strike(i), then:

Structured Amount(i) = Notional Amount x Product Formula(i)

Product Formula(i) = Max(Floor_Payout_1(i) ; Min(Cap_Payout_1(i) ; (Participation_1(i) x (ReferenceFormula_Payout_2(RVD(i)) – PayoutStrike_1(i))))))

Scenario 2:

If on Valuation Date(i), ReferenceFormula_Payout(RVD(i)) is lower than [or equal to] Strike(i), then:

Structured Amount(i) = Notional Amount x Product Formula(i)

Product Formula(i) = Max(Floor_Payout_2(i) ; Min(Cap_Payout_2(i) ; Participation_2(i) x (ReferenceFormula_Payout_3(RVD(i)) – PayoutStrike_2(i))))

3.2.1.2 Event-linked Early Expiration: Applicable

Early Settlement Price(i) = Notional Amount x Product Formula(i)

Product Formula(i) = BaseSettlement_ESP(i) + Payout_ESP(i)

3.2.1.3 Final Settlement Price:

Scenario 1:

If on Valuation Date(T), ReferenceFormula_Final_1(RVD(T)) is higher than [or equal to] FinalStrike_1, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_1 + Max(Floor_FSP ; Min(Cap_FSP ; FinalParticipation x (ReferenceFormula_Final_2(RVD(T)) – FinalStrike_2)))

Scenario 2:

If on Valuation Date(T), ReferenceFormula_Final_1(RVD(T)) is lower than [or equal to] FinalStrike_1, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_2

3.2.1.4 Specific Definition(s):

The applicable Final Terms shall indicate, as the case may be, one or more definitions mentioned in Condition 1.2.2 above.

3.2.1.5 Variable Data:

Strike

Participation_1

Cap_Payout_1

Floor_Payout_1

Participation_2

Cap_Payout_2

Floor_Payout_2

BaseSettlement_ESP

Payout_ESP

PayoutStrike_1

PayoutStrike_2

FinalStrike_1

FinalStrike_2

Cap_FSP

Floor_FSP
BaseSettlementLevel_FSP_1
BaseSettlementLevel_FSP_2
FinalParticipation

These Variable Data are defined under Condition 5.4 herein.

3.2.1.6 Reference Formula(e):

ReferenceFormula_Payout_1
ReferenceFormula_Payout_2
ReferenceFormula_Payout_3
ReferenceFormula_Final_1
ReferenceFormula_Final_2

Among the Reference Formulae defined under Condition 4 below, the ones mainly used for these Products are (but without limitation):

Level (as defined under Condition 4.1 of the Family of "SimpleLevel")

BestLevel (as defined under Condition 4.5 of the Family of "BestLevel")

WorstLevel (as defined under Condition 4.6 of the Family of "WorstLevel")

AverageTimeLevel, MaxTimeLevel or MinTimeLevel (as defined under Condition 4.9 of the Family of "TimeLevel")

3.2.2 European Put

If the applicable Final Terms specify that "*Reference of the Product*" is 3.2.2, the following applies:

3.2.2.0 Product Description:

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Structured Amount in respect of this Product depends on the realisation of one among two possible scenarios:
 - o The occurrence of these scenarios depends upon the value of ReferenceFormula_Payout applied to the Underlying(s) of the Product and of its position compared to a Strike.
 - o The Product Formula may be equal, depending upon the scenario occurring, to the value of ReferenceFormula_Payout which may be subject to a floor and / or a cap and / or with a leverage factor.
- This Product may be subject to an Event-linked Early Expiration.
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price equals a predetermined value.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends on the realisation of one among two possible scenarios:
 - o If the value of ReferenceFormula_Final is lower than [or equal to] a Strike, the Product Formula equals a predetermined value increased, as the case may be, by a strike level minus the value of ReferenceFormula_Final, which may be subject to a floor and / or a cap and / or with a leverage factor.
 - o If the value of ReferenceFormula_Final is higher than [or equal to] a Strike, the Product Formula equals a predetermined value.

3.2.2.1 Structured Amount: Applicable

Scenario 1:

If on Valuation Date(i), ReferenceFormula_Payout_1(RVD(i)) is lower than [or equal to] Strike(i), then:

Structured Amount(i) = Notional Amount x Product Formula(i)

Product Formula(i) = $\text{Max}(\text{Floor_Payout_1}(i) ; \text{Min}(\text{Cap_Payout_1}(i) ; (\text{Participation_1}(i) \times (\text{PayoutStrike_1}(i) - \text{ReferenceFormula_Payout_2}(\text{RVD}(i))))))$

Scenario 2:

If on Valuation Date(i), ReferenceFormula_Payout_1(RVD(i)) is higher than [or equal to] Strike(i), then:

Structured Amount(i) = Notional Amount x Product Formula(i)

Product Formula(i) = $\text{Max}(\text{Floor_Payout_2}(i) ; \text{Min}(\text{Cap_Payout_2}(i) ; \text{Participation_2}(i) \times (\text{PayoutStrike_2}(i) - \text{ReferenceFormula_Payout_3}(\text{RVD}(i))))))$

3.2.2.2 Event-linked Early Expiration: Applicable

Early Settlement Price(i) = Notional Amount x Product Formula(i)

Product Formula(i) = BaseSettlement_ESP(i) + Payout_ESP(i)

3.2.2.3 Final Settlement Price:

Scenario 1:

If on Valuation Date(T), ReferenceFormula_Final_1(RVD(T)) is lower than [or equal to] FinalStrike_1, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = $\text{BaseSettlementLevel_FSP_1} + \text{Max}(\text{Floor_FSP} ; \text{Min}(\text{Cap_FSP} ; \text{FinalParticipation} \times (\text{FinalStrike_2} - \text{ReferenceFormula_Final_2}(\text{RVD}(T))))))$

Scenario 2:

If on Valuation Date(T), ReferenceFormula_Final_1(RVD(T)) is higher than [or equal to] FinalStrike_1, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_2

3.2.2.4 Specific Definition(s):

The applicable Final Terms shall indicate, as the case may be, one or more definitions mentioned in Condition 1.2.2 above.

3.2.2.5 Variable Data:

Strike

Participation_1

Cap_Payout_1

Floor_Payout_1

Participation_2

Cap_Payout_2

Floor_Payout_2
Payout_ESP
PayoutStrike_1
PayoutStrike_2
FinalStrike_1
FinalStrike_2
BaseSettlementLevel_FSP_1
BaseSettlementLevel_FSP_2
BaseSettlement_ESP
FinalParticipation
Cap_FSP
Floor_FSP

These Variable Data are defined under Condition 5.4 herein.

3.2.2.6 Reference Formula(e):

ReferenceFormula_Payout_1
ReferenceFormula_Payout_2
ReferenceFormula_Payout_3
ReferenceFormula_Final_1
ReferenceFormula_Final_2

Among the Reference Formulae defined under Condition 4 below, the ones mainly used for these Products are (but without limitation):

Level (as defined under Condition 4.1 of the Family of "SimpleLevel")

BestLevel (as defined under Condition 4.5 of the Family of "BestLevel")

WorstLevel (as defined under Condition 4.6 of the Family of "WorstLevel")

AverageTimeLevel, MaxTimeLevel or MinTimeLevel (as defined under Condition 4.9 of the Family of "TimeLevel")

3.2.3 Digital Call

If the applicable Final Terms specify that "*Reference of the Product*" is 3.2.3, the following applies:

3.2.3.0 Product Description:

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Structured Amount in respect of this Product depends on the realisation of one among two possible scenarios:
 - o If the value of ReferenceFormula_Barrier and applied to the Underlying(s) is higher than [or equal to] a Barrier, the Product Formula equals a predetermined value.
 - o If the value of ReferenceFormula_Barrier is lower than [or equal to] a Barrier, the Structured Amount is equal to zero.
- This Product may be subject to Event-linked Early Expiration.
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price equals a predetermined value.

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends on the realisation of one among two possible scenarios:
 - o If the value of ReferenceFormula_Final is higher than [or equal to] a FinalBarrier, the Product Formula equals a predetermined value increased, as the case may be, by another predetermined value.
 - o If the value of ReferenceFormula_Final is lower than [or equal to] a FinalBarrier, the Product Formula equals a predetermined value.

3.2.3.1 Structured Amount: Applicable

Scenario 1:

If on Valuation Date(i), ReferenceFormula_Barrier(RVD(i)) is higher than [or equal to] Barrier(i), then:

Structured Amount(i) = Notional Amount x Product Formula(i)

Product Formula(i) = Payout(i)

Scenario 2:

If on Valuation Date(i), ReferenceFormula_Barrier(RVD(i)) is lower than [or equal to] Barrier(i), then:

Structured Amount(i) = 0 (zero)

3.2.3.2 Event-linked Early Expiration: Applicable

Early Settlement Price(i) = Notional Amount x Product Formula(i)

Product Formula(i) = BaseSettlement_ESP(i) + Payout_ESP(i)

3.2.3.3 Final Settlement Price:

Scenario 1:

If on Valuation Date(T), ReferenceFormula_Final(RVD(T)) is higher than [or equal to] FinalBarrier, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_1 + Payout_FSP

Scenario 2:

If on Valuation Date(T), ReferenceFormula_Final(RVD(T)) is lower than [or equal to] FinalBarrier, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_2

3.2.3.4 Specific Definition(s):

The applicable Final Terms shall indicate, as the case may be, one or more definitions mentioned in Condition 1.2.2 above.

3.2.3.5 Variable Data:

Barrier

Payout

BaseSettlement_ESP

Payout_ESP
FinalBarrier
BaseSettlementLevel_FSP_1
BaseSettlementLevel_FSP_2
Payout_FSP

These Variable Data are defined under Condition 5.4 herein.

3.2.3.6 Reference Formula(e):

ReferenceFormula_Barrier
ReferenceFormula_Final

Among the Reference Formulae defined under Condition 4 below, the ones mainly used for these Products are (but without limitation):

Level (as defined under Condition 4.1 of the Family of "SimpleLevel")
BestLevel (as defined under Condition 4.5 of the Family of "BestLevel")
WorstLevel (as defined under Condition 4.6 of the Family of "WorstLevel")
AverageTimeLevel, MaxTimeLevel or MinTimeLevel (as defined under Condition 4.9 of the Family of "TimeLevel")

3.2.4 Digital Put

If the applicable Final Terms specify that "*Reference of the Product*" is 3.2.4, the following applies:

3.2.4.0 Product Description:

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Structured Amount in respect of this Product depends on the realisation of one among two possible scenarios:
 - o If the value of ReferenceFormula_Barrier and applied to the Underlying(s) is lower than [or equal to] a Barrier, the Product Formula equals a predetermined value.
 - o If the value of ReferenceFormula_Barrier is higher than [or equal to] a Barrier, the Structured Amount is equal to zero.
- This Product may be subject to Event-linked Early Expiration
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price equals a predetermined value.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends on the realisation of one among two possible scenarios:
 - o If the value of ReferenceFormula_Final is lower than [or equal to] a FinalBarrier, the Product Formula equals a predetermined value increased, as the case may be, by another predetermined value.
 - o If the value of ReferenceFormula_Final is higher than [or equal to] a FinalBarrier, the Product Formula equals a predetermined value.

3.2.4.1 Structured Amount: Applicable

Scenario 1:

If on Valuation Date(i), ReferenceFormula_Barrier(RVD(i)) is lower than [or equal to] Barrier(i), then:

Structured Amount(i) = Notional Amount x Product Formula(i)

Product Formula(i) = Payout(i)

Scenario 2:

If on Valuation Date(i), ReferenceFormula_Barrier(RVD(i)) is higher than [or equal to] Barrier(i), then:

Structured Amount(i) = 0 (zero)

3.2.4.2 Event-linked Early Expiration: Applicable

Early Settlement Price(i) = Notional Amount x Product Formula(i)

Product Formula(i) = BaseSettlement_ESP(i) + Payout_ESP(i)

3.2.4.3 Final Settlement Price:

Scenario 1:

If on Valuation Date(T), ReferenceFormula_Final(RVD(T)) is lower than [or equal to] FinalBarrier, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_1 + Payout_FSP

Scenario 2:

If on Valuation Date(T), ReferenceFormula_Final(RVD(T)) is higher than [or equal to] FinalBarrier, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_2

3.2.4.4 Specific Definition(s):

The applicable Final Terms shall indicate, as the case may be, one or more definitions mentioned in Condition 1.2.2 above.

3.2.4.5 Variable Data:

Barrier

Payout

Payout_ESP

BaseSettlement_ESP

FinalBarrier

BaseSettlementLevel_FSP_1

BaseSettlementLevel_FSP_2

Payout_FSP

These Variable Data are defined under Condition 5.4 herein.

3.2.4.6 Reference Formula(e):

ReferenceFormula_Barrier

ReferenceFormula_Final

Among the Reference Formulae defined under Condition 4 below, the ones mainly used for these Products are (but without limitation):

Level (as defined under Condition 4.1 of the Family of "SimpleLevel")

BestLevel (as defined under Condition 4.5 of the Family of "BestLevel")

WorstLevel (as defined under Condition 4.6 of the Family of "WorstLevel")

AverageTimeLevel, MaxTimeLevel or MinTimeLevel (as defined under Condition 4.9 of the Family of "TimeLevel")

3.2.5 Call Standard

If the applicable Final Terms specify that "*Reference of the Product*" is 3.2.5, the following applies:

3.2.5.0 Product Description:

- There is no Structured Amount for this Product.
- There is no Event-linked Early Expiration under this Product.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends on the realisation of one among two possible scenarios:
 - o If the value of the ReferenceFormula considered is higher than [or equal to] a Strike, the Final Settlement Price equals a predetermined value increased as the case may be by the value of the ReferenceFormula considered, which may be subject to a floor and / or a cap and / or with a leverage factor.
 - o If the value of the ReferenceFormula considered is lower than or [equal to] a Strike, the Final Settlement Price equals a predetermined value.

3.2.5.1 Structured Amount: Not applicable

3.2.5.2 Event-linked Early Expiration: Not applicable

3.2.5.3 Final Settlement Price:

Scenario 1:

If on Valuation Date(T), ReferenceFormula_Final_1(RVD(T)) is higher than [or equal to] FinalStrike_1, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_1 + Max(Floor_FSP ; Min(Cap_FSP ; FinalParticipation x (ReferenceFormula_Final_2(RVD(T)) – FinalStrike_2)))

Scenario 2:

If on Valuation Date(T), ReferenceFormula_Final_1(RVD(T)) is lower than [or equal to] FinalStrike_1, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_2

3.2.5.4 **Specific Definition(s):**

The applicable Final Terms shall indicate, as the case may be, one or more definitions mentioned in Condition 1.2.2 above.

3.2.5.5 **Variable Data:**

FinalStrike_1
FinalStrike_2
Cap_FSP
Floor_FSP
BaseSettlementLevel_FSP_1
BaseSettlementLevel_FSP_2
FinalParticipation

These Variable Data are defined under Condition 5.4 herein.

3.2.5.6 **Reference Formula(e):**

ReferenceFormula_Final_1
ReferenceFormula_Final_2

Among the Reference Formulae defined under Condition 4, the ones mainly used for these Products are (but without limitation):

Level (as defined under Condition 4.1 of the Family of "SimpleLevel")

BestLevel (as defined under Condition 4.5 of the Family of "BestLevel")

WorstLevel (as defined under Condition 4.6 of the Family of "WorstLevel")

AverageTimeLevel, MaxTimeLevel or MinTimeLevel (as defined under Condition 4.9 of the Family of "TimeLevel")

3.2.6 **Put Standard**

If the applicable Final Terms specify that "*Reference of the Product*" is 3.2.6, the following applies:

3.2.6.0 **Product Description:**

- There is no Structured Amount for this Product.
- There is no Event-linked Early Expiration under this Product.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends on the realisation of one among two possible scenarios:
 - o If the value of the ReferenceFormula considered is lower than [or equal to] a Strike, the Final Settlement Price equals a predetermined value increased as the case may be by the value of the ReferenceFormula considered, which may be subject to a floor and / or a cap and / or with a leverage factor.
 - o If the value of the ReferenceFormula considered is higher than [or equal to] a Strike, the Final Settlement Price equals a predetermined value.

3.2.6.1 **Structured Amount:** Not applicable

3.2.6.2 **Event-linked Early Expiration:** Not applicable

3.2.6.3 **Final Settlement Price:**

Scenario 1:

If on Valuation Date(T), ReferenceFormula_Final_1(RVD(T)) is lower than [or equal to] FinalStrike_1, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_1 + Max(Floor_FSP ; Min(Cap_FSP ; FinalParticipation x (FinalStrike_2 - ReferenceFormula_Final_2(RVD(T))))))

Scenario 2:

If on Valuation Date(T), ReferenceFormula_Final_1(RVD(T)) is higher than [or equal to] FinalStrike_1, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_2

3.2.6.4 Specific Definition(s):

The applicable Final Terms shall indicate, as the case may be, one or more definitions mentioned in Condition 1.2.2 above.

3.2.6.5 Variable Data:

FinalStrike_1
FinalStrike_2
BaseSettlementLevel_FSP_1
BaseSettlementLevel_FSP_2
FinalParticipation
Cap_FSP
Floor_FSP

These Variable Data are defined under Condition 5.4 herein.

3.2.6.6 Reference Formula(e):

ReferenceFormula_Final_1
ReferenceFormula_Final_2

Among the Reference Formulae defined under Condition 4, the ones mainly used for these Products are (but without limitation):

Level (as defined under Condition 4.1 of the Family of "SimpleLevel")

BestLevel (as defined under Condition 4.5 of the Family of "BestLevel")

WorstLevel (as defined under Condition 4.6 of the Family of "WorstLevel")

AverageTimeLevel, MaxTimeLevel or MinTimeLevel (as defined under Condition 4.9 of the Family of "TimeLevel")

3.3 Family of Products "Barrier"

Set out below the list of Products of the Family of Products "Barrier", the Reference of the Product of which is mentioned in the table below and will be indicated in the applicable Final Terms in the clause "Reference of the Product".

The clause "Reference of the Product" of the applicable Final Terms shall also indicate the applicable Option for the relevant Product selected amongst the Options described below to determine the Final Settlement Price of the Product.

Reference of the Product	Product
3.3.1	Reverse Convertible
3.3.2	Digit Payout Autocall
3.3.3	Digit Payout Autocall with Memory Effect
3.3.4	Athena, Apollon
3.3.5	Double Opportunity
3.3.6	Digit Payout Reverse Convertible
3.3.7	Reverse Convertible with Early Expiration Event
3.3.8	Digit Payout Autocall with Recall Payout
3.3.9	Athena Airbag
3.3.10	Twin Win
3.3.11	Reserved
3.3.12	Reserved
3.3.13	Bonus
3.3.14	Capped Bonus
3.3.15	Bonus Flex
3.3.16	Reserved
3.3.17	Reserved
3.3.18	Reserved
3.3.19	In-Line
3.3.20	Outperformance
3.3.21	Sprint
3.3.22	Reserved
3.3.23	Reverse Capped Bonus
3.3.24	Reverse Outperformance
3.3.25	Reverse Sprint
3.3.26	Reserved
3.3.27	Digital Range
3.3.28	Range Payout
3.3.29	Bonus Swing

3.3.30	Equity Protection
3.3.31	Reverse Equity Protection
3.3.32	Range Accrual

Description of how the value of the Warrants can be affected by the value of the Underlying(s)

The Family of Products "Barrier" comprises Products which provide exposure to the positive or negative performance of an Underlying or a Basket of one or several Underlying(s) within a Basket, where the Product Amount(s) are determined based on one or several conditions (categorized in several scenarios). Typically, a condition is satisfied [or not] if the performance or level of an Underlying or Basket of one or several Underlying(s) within a Basket is higher than or equal to [or lower than] a pre-defined barrier performance or level. Performance or level of the Underlying or Basket or one or several Underlying(s) within a Basket can be weighted, leveraged, averaged, locked, floored and/or capped.

3.3.0 Generic descriptions, Variable Data, relevant Reference Formula(e) and Specific Definition(s) for Barrier Products

3.3.0.1 Description of Options relating to the Final Settlement Price of the Products of the Family of Products "Barrier"

Set out below a list of different options relating to the Final Settlement Price. The clause "*Reference of the Product*" of the applicable Final Terms will specify the applicable Option, if any, chosen among the options below, used for determining and calculating the Final Settlement Price.

OPTION 0: Constant Settlement Level only

Final Settlement Price = Notional Amount × Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP

Option 0 Description:

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is equal to a predetermined value.

OPTION 1: Final Barrier only

Scenario 1:

If on Valuation Date(T), ReferenceFormula_FinalBarrier(RVD(T)) is [higher] [lower] than [or equal to] FinalBarrier, then:

Final Settlement Price = Notional Amount × Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_1 + Payout_FSP_+ Max(FinalFloor_1 ; Min(FinalCap_1 ; FinalParticipation_1 × (ReferenceFormula_Final_1(RVD(T)) – FinalStrike_1)))

Scenario 2:

If on Valuation Date(T), ReferenceFormula_FinalBarrier(RVD(T)) is [lower] [higher] than [or equal to] FinalBarrier, then:

Final Settlement Price = Notional Amount × Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_2 + Max(FinalFloor_2 ; Min(FinalCap_2 ; FinalParticipation_2 x (ReferenceFormula_Final_2(RVD(T)) – FinalStrike_2)))

Option 1 Description:

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends on the realisation of one among two possible scenarios:
 - 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 FinalBarrier.
 - o The Product Formula equals a predetermined value increased, as the case may be, by the value of the ReferenceFormula considered minus a strike level, which may be subject to a floor and / or cap and / or with a leverage factor.

OPTION 2: Final Barrier and Knock-In feature

Scenario 1:

If on Valuation Date(T), ReferenceFormula_FinalBarrier(RVD(T)) is [higher] [lower] than [or equal to] FinalBarrier, then:

Final Settlement Price = Notional Amount × Product Formula(T)

[Product Formula(T) = BaseSettlementLevel_FSP_1 + Payout_FSP + Max(FinalFloor_1 ; Min(FinalCap_1 ; FinalParticipation_1 x (ReferenceFormula_Final_1(T) – FinalStrike_1)))]

[Product Formula(T) = BaseSettlementLevel_FSP_1 + Payout_FSP + Max(FinalFloor_1 ; FinalParticipation_1 x (ReferenceFormula_Final_1(RVD(T)) – FinalStrike_1))]

Scenario 2:

If [on Valuation Date(T), ReferenceFormula_FinalBarrier(RVD(T)) is [lower] [higher] than [or equal to] FinalBarrier] [[and] [or] [a European] [an American] [a Low Barrier] [a High Barrier] Knock-In Event has [not] occurred], then:

Final Settlement Price = Notional Amount × Product Formula(T)

[Product Formula(T) = BaseSettlementLevel_FSP_2 + Max(FinalFloor_2 ; Min(FinalCap_2 ; FinalParticipation_2 x (ReferenceFormula_Final_2(RVD(T)) – FinalStrike_2)))]

[Product Formula(T) = BaseSettlementLevel_FSP_2 + Max(FinalFloor_2 ; FinalParticipation_2 x (ReferenceFormula_Final_2(T) – FinalStrike_2))]

Scenario 3:

If [on Valuation Date(T), [ReferenceFormula_FinalBarrier(RVD(T)) is [lower] [higher] than [or equal to] FinalBarrier] [[and] [or] [a European] [an American] [a Low Barrier] [a High Barrier] Knock-In Event has [not] occurred], then:

Final Settlement Price = Notional Amount × Product Formula(T)

[Product Formula(T) = BaseSettlementLevel_FSP_3 + Max(FinalFloor_3 ; Min(FinalCap_3 ; FinalParticipation_3 x (ReferenceFormula_Final_3(RVD(T)) – FinalStrike_3)))]

$$[\text{Product Formula}(T) = \text{BaseSettlementLevel_FSP_3} + \text{Max}(\text{FinalFloor_3} ; \text{FinalParticipation_3} \times (\text{ReferenceFormula_Final_3}(T) - \text{FinalStrike_3}))]$$

Option 2 Description:

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends on the realisation of one among three possible scenarios:
 - 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 FinalBarrier and / or the occurrence of [a European] [an American] [a Low Barrier] [a High Barrier] Knock-In event.
 - o The Product Formula equals a predetermined value increased, as the case may be, by the value of the ReferenceFormula considered minus a strike level, which may be subject to a floor and / or cap and / or with a leverage factor.

OPTION 3: [European] [American] [Low Barrier] [High Barrier] Knock-In feature

Scenario 1:

If [a European] [an American] [a Low Barrier] [a High Barrier] Knock-In Event has [not] occurred, then:

Final Settlement Price = Notional Amount \times Product Formula(T)

$$\text{Product Formula}(T) = \text{BaseSettlementLevel_FSP_1} + \text{Payout_FSP} + \text{Max}(\text{FinalFloor_1} ; \text{Min}(\text{FinalCap_1} ; \text{FinalBonus_1} + \text{FinalParticipation_1} \times (\text{ReferenceFormula_Final_1}(\text{RVD}(T)) - \text{FinalStrike})))$$

Scenario 2:

If [a European] [an American] [a Low Barrier] [a High Barrier] Knock-In Event has [not] occurred, then:

Final Settlement Price = Notional Amount \times Product Formula(T)

$$\text{Product Formula}(T) = \text{BaseSettlementLevel_FSP_2} + \text{Max}(\text{FinalFloor_2} ; \text{Min}(\text{FinalCap_2} ; \text{FinalBonus_2} + \text{FinalParticipation_2} \times (\text{ReferenceFormula_Final_2}(\text{RVD}(T)) - \text{FinalStrike_2})))$$

Option 3 Description:

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends on the realisation of one among two possible scenarios:
 - o The occurrence of these scenarios depends whether or not [a European] [an American] [a Low Barrier] [a High Barrier] Knock-In Event has occurred.
 - o The Product Formula equals a predetermined value increased, as the case may be, by the value of the ReferenceFormula considered minus a strike level, which may be subject to a floor and / or cap and / or with a leverage factor.

OPTION 4: Two Final Barriers

Scenario 1:

If on Valuation Date(T), ReferenceFormula_FinalBarrier_1(RVD(T)) is [higher] [lower] than [or equal to] FinalBarrier_1, then:

Final Settlement Price = Notional Amount \times Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_1 + Payout_FSP + Max(FinalFloor_1 ; Min(FinalCap_1 ; FinalParticipation_1 x (ReferenceFormula_Final_1(RVD(T)) – FinalStrike_1)))

Scenario 2:

If on Valuation Date(T), [ReferenceFormula_FinalBarrier_1(RVD(T)) is [lower] [higher] than [or equal to] FinalBarrier_1] [[and] [or] ReferenceFormula_FinalBarrier_2(RVD(T)) is [higher] [lower] than [or equal to] FinalBarrier_2], then:

Final Settlement Price = Notional Amount × Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_2 + Max(FinalFloor_2 ; Min(FinalCap_2 ; FinalParticipation_2 x (ReferenceFormula_Final_2(RVD(T)) – FinalStrike_2)))

Scenario 3:

If on Valuation Date(T), [ReferenceFormula_FinalBarrier_1(RVD(T)) is [lower] [higher] than [or equal to] FinalBarrier_1] [[and] [or] ReferenceFormula_FinalBarrier_2(RVD(T)) is [lower] [higher] than [or equal to] FinalBarrier_2], then:

Final Settlement Price = Notional Amount × Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_3 + Max(FinalFloor_3 ; Min(FinalCap_3 ; FinalParticipation_3 x (ReferenceFormula_Final_3(RVD(T)) – FinalStrike_3)))

Option 4 Description:

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends on the realisation of one among three possible scenarios:
 - o The occurrence of these scenarios depends on the value(s) of the relevant ReferenceFormula(e) applied to the Underlying(s) of the Product and of its (their) position(s) compared to a (several) FinalBarrier(s).
 - o The Product Formula equals a predetermined value increased, as the case may be, by the value of the ReferenceFormula considered minus a strike level,, which may be subject to a floor and / or cap and / or with a leverage factor.

OPTION 5: Two Final Barriers and Knock-In feature

Scenario 1:

If on Valuation Date(T), ReferenceFormula_FinalBarrier_1(RVD(T)) is [higher] [lower] than [or equal to] FinalBarrier_1, then:

Final Settlement Price = Notional Amount × Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_1 + Payout_FSP + Max(FinalFloor_1 ; Min(FinalCap_1 ; FinalParticipation_1 x (ReferenceFormula_Final_1(RVD(T)) – FinalStrike_1)))

Scenario 2:

If on Valuation Date(T), [ReferenceFormula_FinalBarrier_1(RVD(T)) is [lower] [higher] than [or equal to] FinalBarrier_1] [[and] [or] ReferenceFormula_FinalBarrier_2(RVD(T)) is [higher] [lower] than [or equal to] FinalBarrier_2], then:

Final Settlement Price = Notional Amount × Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_2 + Max(FinalFloor_2 ; Min(FinalCap_2 ; FinalParticipation_2 x (ReferenceFormula_Final_2(RVD(T)) – FinalStrike_2)))

Scenario 3:

If on [Valuation Date(T),] [ReferenceFormula_FinalBarrier_1(RVD(T)) is [lower] [higher] than [or equal to] FinalBarrier_1] [[and] [or] ReferenceFormula_FinalBarrier_2(RVD(T)) is [lower] [higher] than [or equal to] FinalBarrier_2] [[and] [or] [a European] [an American] [a Low Barrier] [a High Barrier] Knock-In Event has [not] occurred], then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_3 + Max(FinalFloor_3 ; Min(FinalCap_3 ; FinalParticipation_3 x (ReferenceFormula_Final_3(RVD(T)) – FinalStrike_3)))

Scenario 4:

If on [Valuation Date(T),] [ReferenceFormula_FinalBarrier_1(RVD(T)) is [lower] [higher] than [or equal to] FinalBarrier_1] [[and] [or] ReferenceFormula_FinalBarrier_2(RVD(T)) is [lower] [higher] than [or equal to] FinalBarrier_2] [[and] [or] [a European] [an American] [a Low Barrier] [a High Barrier] Knock-In Event has [not] occurred], then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(RVD(T)) = BaseSettlementLevel_FSP_4 + Max(FinalFloor_4 ; Min(FinalCap_4 ; FinalParticipation_4 x (ReferenceFormula_Final_4(RVD(T)) – FinalStrike_4)))

Option 5 Description:

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends on the realisation of one among four possible scenarios:
 - o The occurrence of these scenarios depends on the value(s) of the relevant ReferenceFormula(e) applied to the Underlying(s) of the Product and of its (their) position(s) compared to a (several) FinalBarrier(s) and / or whether or not [a European] [an American] [a Low Barrier] [a High Barrier] Knock-In Event occurs.
 - o The Product Formula equals a predetermined value increased, as the case may be, by the value of the ReferenceFormula considered, which may be subject to a floor and / or cap and / or with a leverage factor.

OPTION 6: Double opportunity

Scenario 1:

If [a European] [an American] [a Low Barrier] [a High Barrier] Knock-In Event has [not] occurred, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_1 + Payout_FSP + Max(FinalFloor_1 ; Min(FinalCap_1 ; FinalParticipation_1 x (ReferenceFormula_Final_1(RVD(T)) – FinalStrike_1)))

Scenario 2:

If [on Valuation Date(T),] [[a European] [an American] [a Low Barrier] [a High Barrier] Knock-In Event has [not] occurred]] [[and] [or] ReferenceFormula_FinalBarrier_2(RVD(T)) is [lower] [higher] than [or equal to] FinalBarrier], then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_2 + Max(FinalFloor_2 ; Min(FinalCap_2 ; FinalParticipation_2 x (ReferenceFormula_Final_2(RVD(T)) – FinalStrike_2)))

Scenario 3:

If [on Valuation Date(T)], [[a European] [an American] [a Low Barrier] [a High Barrier] Knock-In Event has [not] occurred] [[and] [or] ReferenceFormula_FinalBarrier(RVD(T)) is [lower] [higher] than [or equal to] FinalBarrier], then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_3 + Max(FinalFloor_3 ; Min(FinalCap_3 ; FinalParticipation_3 x (ReferenceFormula_Final_3(RVD(T)) – FinalStrike_3)))

Option 6 Description:

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends on the realisation of one among three possible scenarios:
 - o The occurrence of these scenarios depends on the value(s) of the relevant ReferenceFormula(e) applied to the Underlying(s) of the Product and of its (their) position(s) compared to one (several) FinalBarrier(s) and / or whether or not [a European] [an American] [a Low Barrier] [a High Barrier] Knock-In Event occurs.
 - o The Product Formula equals a predetermined value increased, as the case may be, by the value of the ReferenceFormula considered, which may be subject to a floor and / or cap and / or with a leverage factor.

3.3.0.2 Variable Data

Set out below is the list of Variable Data that are necessary to determine the Final Settlement Price depending on the Option applicable to the Product (selected amongst the Options described in Condition 3.3.0.1 above and that will be indicated in the clause "Reference of the Product" of the applicable Final Terms).

In the table below, "X" means "Applicable"

Variable Data	Options						
	0	1	2	3	4	5	6
BaseSettlementLevel_FSP[_1/2/3/4]	X	X	X	X	X	X	X
Payout_FSP		X	X	X	X	X	X
FinalBarrier[_1/2]		X	X		X	X	X
FinalCap[_1/2/3/4]		X	X	X	X	X	X
FinalFloor[_1/2/3/4]		X	X	X	X	X	X
FinalBonus[_1/2]				X			
FinalParticipation[_1/2/3/4]		X	X	X	X	X	X
FinalStrike[_1/2/3/4]		X	X	X	X	X	X

These Variable Data are defined under Condition 5.4 herein.

3.3.0.3 Reference Formula(e)

Set out below is a list of Reference Formula(e) applicable to determine and compute the Final Settlement Price, depending on the Option applicable to the Product selected amongst the Options described in Condition 3.3.0.1 above and indicated in the clause "Reference of the Product" of the applicable Final Terms.

In the table below, "X" means "Applicable"

Reference Formula(e)	Options						
	0	1	2	3	4	5	6
ReferenceFormula_FinalBarrier[_1/2]		X	X		X	X	X
ReferenceFormula_Final[_1/2/3]		X	X	X	X	X	X

Among the Reference Formulae defined under Condition 4 below, the ones mainly used for these Products are (but without limitation):

Performance or LeveragePerformance (as defined under Condition 4.1 of the Family of "SimpleLevel")

WorstPerformance or LeverageWorstPerformance (as defined under Condition 4.6 of the Family of "WorstLevel")

BasketPerformance or AverageBasketPerformance (as defined under Condition 4.4 of the Family of Basket Performance")

IntradayMinTimePerformance or WorstIntradayMinTimePerformance (as defined under Condition 4.22 of the Family of "IntradayLevel").

3.3.0.4 European Knock-In Events

a) Description:

Mono-Underlying

European Knock-In Event[_1/2/3/4](i) is deemed [not] to have occurred as determined by the Calculation Agent, if on [the Valuation Date(i)] or [the date as defined in the applicable Final Terms], [ReferenceFormula_EuropeanKnock-In[_1/2/3/4](i)] or [the Closing Price [S(i)]] is [higher] [lower] than [or equal to] the [Knock-InThreshold[_1/2/3/4](i)].

Multi-Underlyings

European Knock-In Event[_1/2/3/4](i) is deemed [not] to have occurred as determined by the Calculation Agent, if on [the Valuation Date(i)] or [the date as defined in the applicable Final Terms], [ReferenceFormula_EuropeanKnock-In[_1/2/3/4](i)] or [ReferenceFormula_EuropeanKnock-In[_1/2/3/4](i,k) of each Underlying(k)] or [the Closing Price [S(i,k)] of each Underlying(k)] or [ReferenceFormula_EuropeanKnock-In[_1/2/3/4](i,k) of at least one Underlying(k)] or [the Closing Price [S(i,k)] of at least one Underlying(k)] is [higher] [lower] than [or equal to] the [Knock-InThreshold[_1/2/3/4]] [Knock-InThreshold[_1/2/3/4](i)] [Knock-InThreshold[_1/2/3/4](i)] [Knock-InThreshold[_1/2/3/4](i,k)].

b) Variable Data:

Knock-InThreshold[_1/2/3/4]

This Variable Data is defined under Condition 5.4 herein.

c) Reference Formula(e):

ReferenceFormula_EuropeanKnock-In[_1/2/3/4]

Closing Price

3.3.0.5 American Knock-In Events

For the purpose of this section, **Reference Date(s)(t)** means:

- [Valuation Date(s)(t) within the American Knock-In Event[_1/2/3/4] Schedule(i) as defined in the applicable Final Terms] *or*
- [each of Valuation Date(s)(t) within the American Knock-In Event[_1/2/3/4] Schedule(i)] *or*
- [at least one Valuation Date(t) within the American Knock-In Event[_1/2/3/4] Schedule(i)] *or*
- [[NumberofDays] [consecutive] Valuation Date(s)(t) within the American Knock-In Event[_1/2/3/4] Schedule(i)] *or*
- [at least [NumberofDays] [non consecutive] Valuation Date(s)(t) within the American Knock-In Event[_1/2/3/4] Schedule(i)] *or*
- [the date(s)(t) as defined in the applicable Final Terms within the American Knock-In Event[_1/2/3/4] Schedule(i)] *or*
- [each of the dates(t) as defined in the applicable Final Terms within the American Knock-In Event[_1/2/3/4] Schedule(i)] *or*
- [at least one date(t) as defined in the applicable Final Terms within the American Knock-In Event[_1/2/3/4] Schedule(i)] *or*
- [[NumberofDays] [consecutive] dates(t) as defined in the applicable Final Terms within the American Knock-In Event[_1/2/3/4] Schedule(i)] *or*
- [at least [NumberofDays] [non consecutive] date(s)(t) as defined in the applicable Final Terms within the American Knock-In Event[_1/2/3/4] Schedule(i)] *or*
- [each Scheduled Trading Day that is not a Disrupted Day from and [including][excluding] Valuation Date(t1) to and [including][excluding] Valuation Date(t2)] *or*
- [at least one Scheduled Trading Day that is not a Disrupted Day from and [including][excluding] Valuation Date(t1) to and [including][excluding] Valuation Date(t2)].

An American Knock-In Event[_1/2/3/4] Schedule(i) is applicable for American Knock-In Event[_1/2/3/4](i), but also, if necessary for Low Barrier Knock-In Event, High Barrier Knock-In Event, Second Low Barrier Knock-In Event and Second High Barrier Knock-In Event.

a) Description:

Mono-Underlying

American Knock-In Event[_{1/2/3/4}](i) is deemed [not] to have occurred, as determined by the Calculation Agent, if on Reference Date(s)(t), [ReferenceFormula_AmericanKnock-In[_1/2/3/4](t)] or [the Closing Price [S(t)]] or [each Intraday Price [SI(t)]] or [at least one Intraday Price [SI(t)]] is [higher] [lower] than [or equal to] the [Knock-InThreshold[_1/2/3/4](i)].

b) Variable Data:

Knock-InThreshold[_1/2/3/4]

NumberOfDays

These Variable Data are defined under Condition 5.4 herein.

c) Reference Formula(e):

ReferenceFormula_AmericanKnock-In[_1/2/3/4]

Closing Price

Intraday Price

3.3.0.6 High and Low Barrier Knock-In Events

As described here below, High and Low Barrier Knock-In Events may be defined either as European or American Knock-In Events. For the purpose of this section, please refer to 3.3.0.5 for the definition of Reference Date(s)(t)

a) Description:

Mono-Underlying

Low Barrier Knock-In Event(i) is deemed [not] to have occurred, as determined by the Calculation Agent, if [on [the Valuation Date(i)] or [the date as defined in the applicable Final Terms], [ReferenceFormula _LowBarrier(i)] or [the Closing Price [S(i)]]] or [on Reference Date(s)(t), [ReferenceFormula _LowBarrier(t)] or [the Closing Price [S(t)]] or [each Intraday Price [SI(t)]] or [at least one Intraday Price [SI(t)]]] is lower than [or equal to] [LowBarrier] [LowBarrier(i)] [(such date being referred to as the LowBarrierEventDate)].

High Barrier Knock-In Event(i) is deemed [not] to have occurred, as determined by the Calculation Agent, if [on [the Valuation Date(i)] or [the date as defined in the applicable Final Terms], [ReferenceFormula _HighBarrier(i)] or [the Closing Price [S(i)]]] or [on Reference Date(s)(t), [ReferenceFormula _HighBarrier(t)] or [the Closing Price [S(t)]] or [each Intraday Price [SI(t)]] or [at least one Intraday Price [SI(t)]]] is higher than [or equal to] [HighBarrier] [HighBarrier(i)] [(such date being referred to as the HighBarrierEventDate)].

Second Low Barrier Knock-In Event(i) is deemed [not] to have occurred, as determined by the Calculation Agent, if [on [the Valuation Date(i)] or [the date as defined in the applicable Final Terms], [ReferenceFormula _SecondLowBarrier(i)] or [the Closing Price [S(i)]]] or [on Reference Date(s)(t), [ReferenceFormula _SecondLowBarrier(t)] or [the Closing Price [S(t)]] or [each Intraday Price [SI(t)]] or [at least one Intraday Price [SI(t)]]] is lower than [or equal to] [SecondLowBarrier] [SecondLowBarrier(i)] [(such date being referred to as the SecondLowBarrierEventDate)].

Second High Barrier Knock-In Event(i) is deemed [not] to have occurred, as determined by the Calculation Agent, if [on [the Valuation Date(i)] or [the date as defined in the applicable Final Terms], [ReferenceFormula_SecondHighBarrier(i)] or [the Closing Price [S(i)]]] or [on Reference Date(s)(t), [ReferenceFormula_SecondHighBarrier(t)] or [the Closing Price [S(t)]] or [each Intraday Price [SI(t)]] or [at least one Intraday Price [SI(t)]]] is higher than [or equal to] [SecondHighBarrier] [SecondHighBarrier(i)] [(such date being referred to as the SecondHighBarrierEventDate)].

Multi-Underlyings

Low Barrier Knock-In Event(i) is deemed [not] to have occurred, as determined by the Calculation Agent, if [on [the Valuation Date(i)] or [the date as defined in the applicable Final Terms], or [Reference Date(s)(t)], [ReferenceFormula_LowBarrier(i)] or [ReferenceFormula_LowBarrier(i,k) of each Underlying(k)] or [the Closing Price [S(i,k)] of each Underlying(k)] or [ReferenceFormula_LowBarrier(i,k) of at least one Underlying(k)] or [the Closing Price [S(i,k)] of at least one Underlying(k)]] or [on Reference Date(s)(t), [ReferenceFormula_LowBarrier(t)] or [ReferenceFormula_LowBarrier(t,k) of each Underlying(k)] or [the Closing Price [S(t,k)] of each Underlying(k)] or [each Intraday Price [SI(t,k)] of each Underlying(k)] or [at least one Intraday Price [SI(t,k)] of each Underlying(k)] or [ReferenceFormula_LowBarrier(t,k) of at least one Underlying(k)] or [the Closing Price [S(t,k)] of at least one Underlying(k)] or [each Intraday Price [SI(t,k)] of at least one Underlying(k)] or [at least one Intraday Price [SI(t,k)] of at least one Underlying(k)]] is lower than [or equal to] [LowBarrier(i)] [LowBarrier(i,k)] [(such date being referred to as the LowBarrierEventDate)].

High Barrier Knock-In Event(i) is deemed [not] to have occurred, as determined by the Calculation Agent, if [on [the Valuation Date(i)] or [the date as defined in the applicable Final Terms], [ReferenceFormula_HighBarrier(i)] or [ReferenceFormula_HighBarrier(i,k) of each Underlying(k)] or [the Closing Price [S(i,k)] of each Underlying(k)] or [ReferenceFormula_HighBarrier(i,k) of at least one Underlying(k)] or [the Closing Price [S(i,k)] of at least one Underlying(k)]] or [on Reference Date(s)(t), [ReferenceFormula_HighBarrier(t)] or [ReferenceFormula_HighBarrier(t,k) of each Underlying(k)] or [the Closing Price [S(t,k)] of each Underlying(k)] or [each Intraday Price [SI(t,k)] of each Underlying(k)] or [at least one Intraday Price [SI(t,k)] of each Underlying(k)] or [ReferenceFormula_HighBarrier(t,k) of at least one Underlying(k)] or [the Closing Price [S(t,k)] of at least one Underlying(k)] or [each Intraday Price [SI(t,k)] of at least one Underlying(k)] or [at least one Intraday Price [SI(t,k)] of at least one Underlying(k)]] is higher than [or equal to] [HighBarrier(i)] [HighBarrier(i,k)] [(such date being referred to as the HighBarrierEventDate)].

Second Low Barrier Knock-In Event(i) is deemed [not] to have occurred, as determined by the Calculation Agent, if [on [the Valuation Date(i)] or [the date as defined in the applicable Final Terms], [ReferenceFormula_SecondLowBarrier(i)] or [ReferenceFormula_SecondLowBarrier(i,k) of each Underlying(k)] or [the Closing Price [S(i,k)] of each Underlying(k)] or [ReferenceFormula_SecondLowBarrier(i,k) of at least one Underlying(k)] or [the Closing Price [S(i,k)] of at least one Underlying(k)]] or [on Reference Date(s)(t), [ReferenceFormula_SecondLowBarrier(t)] or [ReferenceFormula_SecondLowBarrier(t,k) of each Underlying(k)] or [the Closing Price [S(t,k)] of each Underlying(k)] or [each Intraday Price [SI(t,k)] of each Underlying(k)] or [at least one Intraday Price [SI(t,k)] of each Underlying(k)] or [ReferenceFormula_SecondLowBarrier(t,k) of at least one Underlying(k)] or [the Closing Price [S(t,k)] of at least one Underlying(k)] or [each Intraday Price [SI(t,k)] of at least one Underlying(k)] or [at least one Intraday Price [SI(t,k)] of at least one Underlying(k)]] is lower than [or equal to] [SecondLowBarrier(k)] [SecondLowBarrier(i,k)] [(such date being referred to as the SecondLowBarrierEventDate)].

Second High Barrier Knock-In Event(i) is deemed [not] to have occurred, as determined by the Calculation Agent, if [on [the Valuation Date(i)] or [the date as defined in the applicable Final Terms], [ReferenceFormula_SecondHighBarrier(i,k) of each Underlying(k)] or [the Closing Price [S(i,k)] of each Underlying(k)] or [ReferenceFormula_SecondHighBarrier(i,k) of at least one Underlying(k)] or [the Closing Price [S(i,k)] of at least one Underlying(k)]] or [on Reference Date(s)(t), [ReferenceFormula_SecondHighBarrier(t)] or [ReferenceFormula_SecondHighBarrier(t,k) of each Underlying(k)] or [the Closing Price [S(t,k)] of each Underlying(k)] or [each Intraday Price [SI(t,k)] of each Underlying(k)] or [at least one Intraday Price [SI(t,k)] of each Underlying(k)] or [ReferenceFormula_SecondHighBarrier(t,k) of at least one Underlying(k)] or [the Closing Price [S(t,k)] of at least one Underlying(k)] or [each Intraday Price [SI(t,k)] of at least one Underlying(k)] or [at least one Intraday Price [SI(t,k)] of at least one Underlying(k)]] is higher than [or equal to] [SecondHighBarrier(k)] [SecondHighBarrier(i,k)] [(such date being referred to as the SecondHighBarrierEventDate)].

b) Variable Data:

Knock-InThreshold[_1/2/3/4]
NumberofDays
LowBarrier
HighBarrier
SecondLowBarrier
SecondHighBarrier

These Variable Data are defined under Condition 5.4 herein.

c) Reference Formula(e):

Closing Price
Intraday Price
ReferenceFormula_LowBarrier
ReferenceFormula_HighBarrier
ReferenceFormula_SecondLowBarrier
ReferenceFormula_SecondHighBarrier

3.3.0.7 RangeKnock-InEvent

For the purpose of this section, **Reference Date(t)** means:

- Valuation Date(t) within Schedule(i) as defined in the applicable Final Terms or
- the date(t) as defined in the applicable Final Terms within Schedule(i)

a) Description:

Mono-Underlying

RangeKnock-InEvent(i) is deemed [not] to have occurred, as determined by the Calculation Agent, if on Reference Date(s)(t), [ReferenceFormula_RangeKnock-In(t)] or [the Closing Price [S(t)]] or [each Intraday Price [SI(t)]] or [at least one Intraday Price [SI(t)]] is [higher than [or equal to] the LowerBound[(i)]] [and] [lower than [or equal to] the UpperBound[(i)]].

Multi-Underlyings

RangeKnock-InEvent(i) is deemed to [not] have occurred, as determined by the Calculation Agent, if on Reference Date(s)(t), [ReferenceFormula_RangeKnock-In(t)] or [ReferenceFormula_RangeKnock-In(t,k) of each Underlying(k)] or [the Closing Price [S(t,k)] of each Underlying(k)] or [ReferenceFormula_RangeKnock-In(t,k) of at least one Underlying(k)] or [the Closing Price [S(t,k)] of at least one Underlying(k)] is [higher than [or equal to] the [LowerBound[(i)]] [LowerBound(k)] [LowerBound(i,k)]] [and] [lower than [or equal to] the [UpperBound[(i)]] [UpperBound(k)] [UpperBound(i,k)]]].

b) Variable Data:

UpperBound
LowerBound

These Variable Data are defined under Condition 5.4 herein.

c) Reference Formula(e):

ReferenceFormula_RangeKnock-In
Closing Price

3.3.1 Reverse Convertible

If the applicable Final Terms specify that "*Reference of the Product*" is 3.3.1, the following applies:

3.3.1.0 Product Description:

- There is no Structured Amount for this Product.
- There is no Event-linked Early Expiration under this Product.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is 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.

3.3.1.1 Structured Amount: Not applicable

3.3.1.2 Event-linked Early Expiration: Not applicable

3.3.1.3 Final Settlement Price:

The applicable Final Terms of the Product shall indicate in the clause "*Reference of the Product*" the Option applicable to such Product, selected amongst the Options described in Condition 3.3.0.1 above.

3.3.1.4 Specific Definition(s):

No Specific Definition is necessary to determine and calculate a Product Amount.

3.3.1.5 Variable Data:

Any Variable Data applicable to the Product depending on the Option applicable to such Product and pursuant to the table in Condition 3.3.0.2 above.

3.3.1.6 Reference Formula(e):

The applicable Final Terms shall indicate the additional Reference Formula(e) applicable to the Product depending on the Option applicable to such Product and pursuant to the table in Condition 3.3.0.3 above.

3.3.2 Digital Payout Autocall

If the applicable Final Terms specify that "*Reference of the Product*" is 3.3.2, the following applies:

3.3.2.0 Product Description:

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Structured Amount in respect of this Product depends on the realisation of one among two possible scenarios:
 - o The occurrence of these scenarios depends on the value of the relevant ReferenceFormula applied to the Underlying(s) of the Product and of its position compared to a PayoutBarrier and/or whether or not [a European] [an American] Knock-In Event occurs.
 - o The Product Formula may be equal, depending upon the scenario occurring, to a predetermined value increased as the case may be by the value of the ReferenceFormula considered which may be subject to a floor and / or a cap and / or with a leverage factor and / or a payout.
- This Product may be subject to Event-linked Early Expiration.
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price equals a predetermined value increased, as the case may be, by the value of the ReferenceFormula considered, which may be subject to a floor, a cap and / or with a leverage factor.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is 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.

3.3.2.1 Structured Amount: Applicable

Scenario 1:

If [on Valuation Date(i), ReferenceFormula_PayoutBarrier(RVD(i)) is [higher] [lower] than [or equal to] PayoutBarrier(i)] [[and] [or] [an American] [a European] Knock-In Event_1(i) has [not] occurred], then:

Structured Amount(i) = Notional Amount × Product Formula(i)

Product Formula(i) = Max(Floor_Payout_1(i) ; Min(Cap_Payout_1(i) ; Participation_Payout_1(i) × (ReferenceFormula_Payout(RVD(i)) – Strike_Payout_1)))

Scenario 2:

If [on Valuation Date(i), ReferenceFormula_PayoutBarrier(RVD(i)) is [lower] [higher] than [or equal to] PayoutBarrier(i)] [[and] [or] [an American] [a European] Knock-In Event_1(i) has [not] occurred], then:

Structured Amount(i) = Notional Amount × Product Formula(i)

Product Formula(i) = Max(Floor_Payout_2(i) ; Min(Cap_Payout_2(i) ; Participation_Payout_2(i) × (ReferenceFormula_Payout(RVD(i)) – Strike_Payout_2)))

3.3.2.2 Event-linked Early Expiration: Applicable

Early Settlement Price(i) = Notional Amount × Product Formula(i)

Product Formula(i) = BaseSettlementLevel_ESP(i) + Max(Floor_ESP(i) ; Min(Cap_ESP(i) ; Payout_ESP(i) + Participation_ESP(i) × ReferenceFormula_ESP(i)))

3.3.2.3 Final Settlement Price:

The applicable Final Terms shall indicate in the clause "*Reference of the Product*" the Option applicable to such Product, selected amongst the Options described in Condition 3.3.0.1 above.

3.3.2.4 Specific Definition(s):

The applicable Final Terms shall indicate, as the case may be, one or more of the definitions mentioned in Condition 1.2.2 above and Conditions 3.3.0.4 to 3.3.0.7 above.

3.3.2.5 Variable Data:

Floor_Payout_1
Cap_Payout_1
Floor
Participation_Payout_1
Strike_Payout_1
Floor_Payout_2
Cap_Payout_2
Participation_Payout_2
Strike_Payout_2
Participation_ESP
Cap_ESP
PayoutBarrier
Payout_ESP
Floor_ESP
Participation_ESP
BaseSettlementLevel_ESP

and any Variable Data applicable depending on the Option applicable to such Product and pursuant to the table in Condition 3.3.0.2 above.

These Variable Data are defined under Condition 5.4 herein.

3.3.2.6 Reference Formula(e):

ReferenceFormula_Payout
ReferenceFormula_ESP

The applicable Final Terms shall indicate, as the case may be, the additional Reference Formula(e) applicable to the Product depending on the Option applicable to such Product and pursuant to the table in Condition 3.3.0.3 above.

3.3.3 Digital Payout Autocall with Memory Effect

If the applicable Final Terms specify that "*Reference of the Product*" is 3.3.3, the following applies:

3.3.3.0 Product Description:

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Structured Amount in respect of this Product depends on the realisation of one among two possible scenarios:
 - o The occurrence of these scenarios depends on the value of the relevant ReferenceFormula applied to the Underlying(s) of the Product and of its position compared to a PayoutBarrier.
 - o The Structured Amount may be equal, depending upon the scenario occurring, to (i) the previous value of the Structured Amount or zero, as the case may be; or (ii) a predetermined value.
- This Product may be subject to Event-linked Early Expiration:
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price equals a predetermined value increased, as the case may be, by the value of the ReferenceFormula considered, which may be subject to a floor and / or with a leverage factor.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is 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.

3.3.3.1 Structured Amount: Applicable

Scenario 1:

If on Valuation Date(i), ReferenceFormula_PayoutBarrier(RVD(i)) is [higher] [lower] than [or equal to] PayoutBarrier(i), then:

Structured Amount(i) = Max(Floor(i) ; Min(Cap(i) ; Notional Amount × Payout(i)))

Scenario 2:

If on Valuation Date(i), ReferenceFormula_PayoutBarrier(RVD(i)) is [lower] [higher] than [or equal to] PayoutBarrier(i), then:

Structured Amount(i) = Structured Amount(i-1)

3.3.3.2 Event-linked Early Expiration: Applicable

Early Settlement Price(i) = Notional Amount × Product Formula(i)

Product Formula(i) = BaseSettlementLevel_ESP(i) + Max(Payout_ESP(i) ; Participation(i) × ReferenceFormula_ESP(i))

3.3.3.3 Final Settlement Price:

The applicable Final Terms shall indicate in the clause "*Reference of the Product*", the Option applicable to such Product, selected amongst the Options described in Condition 3.3.0.1 above.

3.3.3.4 Specific Definition(s):

The applicable Final Terms shall indicate, as the case may be, one or more of the definitions mentioned in Condition 1.2.2 above.

3.3.3.5 Variable Data:

PayoutBarrier

BaseSettlementLevel_ESP

Participation

Cap

Floor

Payout

Payout_ESP

and any Variable Data applicable depending on the Option applicable to such Product and pursuant to the table in Condition 3.3.0.2 above.

These Variable Data are defined under Condition 5.4 herein.

3.3.3.6 Reference Formula(e):

ReferenceFormula_PayoutBarrier

ReferenceFormula_ESP

The applicable Final Terms shall indicate, as the case may be, the additional Reference Formula(e) applicable to the Product depending on the Option applicable to such Product and pursuant to the table in Condition 3.3.0.3 above.

3.3.4 Athena, Apollon

If the applicable Final Terms specify that "*Reference of the Product*" is 3.3.4, the following applies:

3.3.4.0 Product Description:

- There is no Structured Amount for this Product.
- This Product may be subject to Event-linked Early Expiration:
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price equals a predetermined value increased, as the case may be, by the value of the ReferenceFormula considered, which may be subject to a floor and / or with a leverage factor.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is 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.

3.3.4.1 Structured Amount: Not applicable

3.3.4.2 Event-linked Early Expiration: Applicable

Early Settlement Price(i) = Notional Amount × Product Formula(i)

Product Formula(i) = BaseSettlementLevel_ESP(i) + Max(Payout_ESP(i) ; Participation(i) × ReferenceFormula_ESP(i))

3.3.4.3 Final Settlement Price:

The applicable Final Terms of the Product shall indicate in the clause "*Reference of the Product*", the Option applicable to such Product, selected amongst the Options described in Condition 3.3.0.1 above.

3.3.4.4 Specific Definition(s):

The applicable Final Terms shall indicate, as the case may be one or more of the definitions mentioned in Condition 1.2.2 above.

3.3.4.5 Variable Data:

BaseSettlementLevel_ESP

Participation

Payout_ESP

and any Variable Data applicable depending on the Option applicable to such Product and pursuant to the table in Condition 3.3.0.2 above.

These Variable Data are defined under Condition 5.4 herein.

3.3.4.6 **Reference Formula(e):**

ReferenceFormula_ESP

The applicable Final Terms of the Product shall indicate, as the case may be, the additional Reference Formula(e) applicable to the Product depending on the Option applicable to such Product and pursuant to the table in Condition 3.3.0.3 above.

3.3.5 **Double Opportunity**

If the applicable Final Terms specify that "*Reference of the Product*" is 3.3.5, the following applies:

3.3.5.0 **Product Description:**

- Unless the Product has been previously exercised or cancelled, this Product pays a Structured Amount, the calculation of which depends upon the scenario occurring among the 3 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 two barriers.
 - o The Structured Amount may be equal, depending upon the scenario occurring, to the value of the ReferenceFormula considered which may be subject to a floor and / or a cap and / or with a leverage factor.
- This Product may be subject to Event-linked Early Expiration subject to the occurrence or not of an Early Expiration Event and / or a Knock-In Event:
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price equals a predetermined value.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is 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.

3.3.5.1 **Structured Amount:** Applicable

Scenario 1:

If on Valuation Date(i), [ReferenceFormula_PayoutBarrier_1(RVD(i)) is [higher] [lower] than [or equal to] PayoutBarrier_1(i)] [[and] [or] ReferenceFormula_PayoutBarrier_2(RVD(i)) is [lower] [higher] than [or equal to] PayoutBarrier_2(i)], then:

Structured Amount(i) = Notional Amount × Product Formula(i)

Product Formula(i) = Max(Floor_Payout_1(i) ; Min(Cap_Payout_1(i) ; Participation_Payout_1(i) x (ReferenceFormula_Payout_1(RVD(i)) – PayoutStrike_1(i))))

Scenario 2:

If on Valuation Date(i), [ReferenceFormula_PayoutBarrier_1(RVD(i)) is [lower] [higher] than [or equal to] PayoutBarrier_1(i)] [[and] [or] ReferenceFormula_PayoutBarrier_2(RVD(i)) is [higher] [lower] than [or equal to] PayoutBarrier_2(i)], then:

Structured Amount(i) = Notional Amount × Product Formula(i)

Product Formula(i) = Max(Floor_Payout_2(i) ; Min(Cap_Payout_2(i) ; Participation_Payout_2(i) × (ReferenceFormula_Payout_2(RVD(i)) – PayoutStrike_2(i))))

Scenario 3:

If on Valuation Date(i), [ReferenceFormula_PayoutBarrier_1(RVD(i)) is [lower] [higher] than [or equal to] PayoutBarrier_1(i)] [[and] [or] ReferenceFormula_PayoutBarrier_2 (RVD(i)) is [higher] [lower] than [or equal to] PayoutBarrier_2 (i)], then:

Structured Amount(i) = Notional Amount × Product Formula(i)

Product Formula(i) = Max(Floor_Payout_3(i) ; Min(Cap_Payout_3(i) ; Participation_Payout_3(i) × (ReferenceFormula_Payout_3(RVD(i)) – PayoutStrike_3(i))))

3.3.5.2 Event-linked Early Expiration: Applicable

If [on Valuation Date(RVD(i)),] [an Early Expiration Event has occurred] [[and] [or] [a European] [an American] Knock-In Event(i) has [not] occurred], then:

Early Settlement Price(i) = Notional Amount × Product Formula(i)

Product Formula(i) = BaseSettlementLevel_ESP(i) + Payout_ESP(i)

3.3.5.3 Final Settlement Price:

The applicable Final Terms of the Product shall indicate in the clause "*Reference of the Product*", the Option applicable to such Product, selected amongst the Options described in Condition 3.3.0.1 above.

3.3.5.4 Specific Definition(s):

The applicable Final Terms of the Product shall indicate, as the case may be, one or more of the definitions mentioned in Condition 1.2.2 and Conditions 3.3.0.4 to 3.3.0.7 above.

3.3.5.5 Variable Data:

BaseSettlementLevel_ESP
Payout_ESP
PayoutBarrier_1
PayoutBarrier_2
Floor_Payout_1
Cap_Payout_1
Participation_Payout_1
PayoutStrike_1
Floor_Payout_2
Cap_Payout_2
Participation_Payout_2
PayoutStrike_2

Floor_Payout_3
Cap_Payout_3
Participation_Payout_3
PayoutStrike_3

and any Variable Data applicable depending on the Option applicable to such Product and pursuant to the table in Condition 3.3.0.2 above.

These Variable Data are defined under Condition 5.4 herein.

3.3.5.6 Reference Formula(e):

ReferenceFormula_PayoutBarrier_1
ReferenceFormula_PayoutBarrier_2
ReferenceFormula_Payout_1
ReferenceFormula_Payout_2
ReferenceFormula_Payout_3

The applicable Final Terms shall indicate, as the case may be, the additional Reference Formula(e) applicable to the Product depending on the Option applicable to such Product and pursuant to the table in Condition 3.3.0.3 above.

3.3.6 Digit Payout Reverse Convertible

If the applicable Final Terms specify that "*Reference of the Product*" is 3.3.6, the following applies:

3.3.6.0 Product Description:

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Structured Amount in respect of this Product depends on the realisation of one among two possible scenarios:
 - o The occurrence of these scenarios depends on the value of the relevant ReferenceFormula applied to the Underlying(s) of the Product and of its position compared to a PayoutBarrier.
 - o The Product Formula may be equal, depending upon the scenario occurring, to a predetermined value or to zero.
- There is no Event-linked Early Expiration under this Product.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is 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.

3.3.6.1 Structured Amount: Applicable

Scenario 1:

If on Valuation Date(i), ReferenceFormula_PayoutBarrier(RVD(i)) is [higher] [lower] than [or equal to] PayoutBarrier(i), then:

Structured Amount(i) = Notional Amount × Product Formula(i)

Product Formula(i) = Payout(i)

Scenario 2:

If on Valuation Date(i), ReferenceFormula_PayoutBarrier(RVD(i)) is [lower] [higher] than [or equal to] PayoutBarrier(i), then:

Structured Amount(i) = 0 (zero)

3.3.6.2 Event-linked Early Expiration: Not applicable

3.3.6.3 Final Settlement Price:

The applicable Final Terms shall indicate in the clause "*Reference of the Product*", the Option applicable to such Product, selected amongst the Options described in Condition 3.3.0.1 above.

3.3.6.4 Specific Definition(s):

No Specific Definition is necessary to determine and calculate a Product Amount.

3.3.6.5 Variable Data:

PayoutBarrier

Payout

and any Variable Data applicable depending on the Option applicable to such Product and pursuant to the table in Condition 3.3.0.2 above.

These Variable Data are defined under Condition 5.4 herein.

3.3.6.6 Reference Formula(e):

ReferenceFormula_PayoutBarrier

The applicable Final Terms shall indicate as the case may be, the additional Reference Formula(e) applicable to the Product depending on the Option applicable to such Product and pursuant to the table in Condition 3.3.0.3 above.

3.3.7 Reverse Convertible with Early Expiration Event

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

3.3.7.0 Product Description:

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Structured Amount in respect of this Product depends on the realisation of one among two possible scenarios:
 - o The occurrence of these scenarios depends on the value of the relevant ReferenceFormula applied to the Underlying(s) of the Product and of its position compared to a PayoutBarrier.
 - o The Product Formula may be equal, depending upon the scenario occurring, to a predetermined value which may or may not depend on the Structured Amounts previously computed.
- This Product may be subject to Event-linked Early Expiration:
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price equals a predetermined value.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is 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.

3.3.7.1 Structured Amount: Applicable

For i from t1 to t2

Scenario 1:

If on Valuation Date(i), ReferenceFormula_PayoutBarrier(RVD(i)) is [higher] [lower] than [or equal to] PayoutBarrier(i), then:

Structured Amount(i) = Notional Amount × Product Formula(i)

Product Formula(i) = Payout_1(i)

Scenario 2:

If on Valuation Date(i), ReferenceFormula_PayoutBarrier(RVD(i)) is [higher] [lower] than [or equal to] PayoutBarrier(i), then:

Structured Amount(i) = Notional Amount × Product Formula(i)

Product Formula(i) = Payout_2(i)

For i from (t2+1) to t3

Scenario 1:

If on Valuation Date(i), ReferenceFormula_PayoutBarrier(RVD(i)) is [higher] [lower] than [or equal to] PayoutBarrier(i), then:

Structured Amount(i) = Max(Floor(i) ; Min(Cap(i) ; Notional Amount × Participation(i) × Payout_3(i) – SumPayoutsPaid(i-1)))

Scenario 2:

If on Valuation Date(i), ReferenceFormula_PayoutBarrier(RVD(i)) is [higher] [lower] than [or equal to] PayoutBarrier(i), then:

Structured Amount(i) = Notional Amount × Product Formula(i)

Product Formula(i) = Payout_4(i)

3.3.7.2 Event-linked Early Expiration: Applicable

Early Settlement Price(i) = Notional Amount × Product Formula(i)

Product Formula(i) = BaseSettlementLevel_ESP(i) + Payout_ESP(i)

3.3.7.3 Final Settlement Price:

The applicable Final Terms shall indicate in the clause "*Reference of the Product*", the Option applicable to such Product, selected among the Options described in Condition 3.3.0.1 above.

3.3.7.4 Specific Definition(s):

SumPayoutsPaid(i) = SumPayoutsPaid(i-1) + Structured Amount(i)

With:

SumPayoutsPaid(0) = 0 (zero)

The applicable Final Terms shall indicate, as the case may be, either "Not applicable" or one or more of the definitions mentioned in Condition 1.2.2.

3.3.7.5 Variable Data:

BaseSettlementLevel_ESP

PayoutBarrier

Payout[_1/2/3/4]

Payout_ESP

Participation

Cap

Floor

and any Variable Data applicable depending on the Option applicable to such Product and pursuant to the table in Condition 3.3.0.2 above.

These Variable Data are defined under Condition 5.4 herein.

3.3.7.6 Reference Formula(e):

ReferenceFormula_PayoutBarrier

The applicable Final Terms of the Product shall indicate as the case may be, the additional Reference Formula(e) applicable to the Product depending on the Option applicable to such Product and pursuant to the table in Condition 3.3.0.3 above.

3.3.8 Digit Payout Autocall with Recall Payout

If the applicable Final Terms specify that "*Reference of the Product*" is 3.3.8, the following applies:

3.3.8.0 Product Description:

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Structured Amount in respect of this Product depends on the realisation of one among two possible scenarios:
 - o The occurrence of these scenarios depends on the value of the relevant ReferenceFormula applied to the Underlying(s) of the Product and of its position compared to two Barriers.
 - o The Product Formula may be equal, depending upon the scenario occurring, to the value of the ReferenceFormula considered which may be subject to a floor and / or a cap and / or with a leverage factor.
- This Product may be subject to Event-linked Early Expiration:
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price equals a predetermined value increased, as the case may be, by the value of the ReferenceFormula considered, which may be subject to a floor and / or with a leverage factor.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is 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.

3.3.8.1 Structured Amount: Applicable

Scenario 1:

If on Valuation Date(i), [ReferenceFormula_PayoutBarrier(RVD(i)) is [higher] [lower] than [or equal to] PayoutBarrier(i)] [[and] [or] ReferenceFormula_Autocall(RVD(i)) is [lower] [higher] than [or equal to] AutocallBarrier(i)], then:

Structured Amount (i) = Notional Amount × Product Formula(i)

Product Formula(i) = Max(Floor_Payout_1(i) ; Min(Cap_Payout_1(i) ; Participation_Payout_1(i) × (ReferenceFormula_Payout(RVD(i)) – PayoutStrike_1(i))))

Scenario 2:

If on Valuation Date(i), [ReferenceFormula_PayoutBarrier(RVD(i)) is [lower] [higher] than [or equal to] PayoutBarrier(i)] [[and] [or] ReferenceFormula_Autocall(RVD(i)) is [higher] [lower] than [or equal to] AutocallBarrier(i)], then:

Structured Amount (i) = Notional Amount × Product Formula(i)

Product Formula(i) = Max(Floor_Payout_2(i) ; Min(Cap_Payout_2(i) ; Participation_Payout_2(i) × (ReferenceFormula_Payout(RVD(i)) – PayoutStrike_2(i))))

3.3.8.2 Event-linked Early Expiration: Applicable

Early Settlement Price(i) = Notional Amount × Product Formula(i)

Product Formula(i) = BaseSettlementLevel_ESP(i) + Max(Payout_ESP (i) ; Participation_ESP(i) × ReferenceFormula_ESP(i))

3.3.8.3 Final Settlement Price:

The applicable Final Terms shall indicate in the clause "*Reference of the Product*", the Option applicable to such Product, selected amongst the Options described in Condition 3.3.0.1 above.

3.3.8.4 Specific Definition(s):

The applicable Final Terms shall indicate, as the case may be, one or more of the definitions mentioned in Condition 1.2.2 above.

3.3.8.5 Variable Data:

PayoutBarrier
AutocallBarrier
Floor_Payout_1
Cap_Payout_1
Participation_Payout_1
PayoutStrike_1
Floor_Payout_2
Cap_Payout_2
Participation_Payout_2
PayoutStrike_2
Participation_ESP
Payout_ESP
BaseSettlementLevel_ESP

and any Variable Data applicable depending on the Option applicable to such Product and pursuant to the table in Condition 3.3.0.2 above.

These Variable Data are defined under Condition 5.4 herein.

3.3.8.6 Reference Formula(e):

ReferenceFormula_PayoutBarrier

ReferenceFormula_Autocall

ReferenceFormula_ESP

ReferenceFormula_Payout

The applicable Final Terms shall indicate, as the case may be, the additional Reference Formula(e) applicable to the Product depending on the Option applicable to such Product and pursuant to the table in Condition 3.3.0.3 above.

3.3.9 Athena Airbag

If the applicable Final Terms specify that "*Reference of the Product*" is 3.3.9, the following applies:

3.3.9.0 Product Description:

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Structured Amount in respect of this Product depends on the realisation of one among two possible scenarios:
 - o The occurrence of these scenarios depends on the value of the relevant ReferenceFormula applied to the Underlying(s) of the Product and of its position compared to a PayoutBarrier and / or subject to the occurrence or not of a Knock-In Event.
 - o The Product Formula may be equal, depending upon the scenario occurring, to the value of the ReferenceFormula considered which may be subject to a floor and / or a cap and / or with a leverage factor.
- This Product may be subject to Event-linked Early Expiration:
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price equals a predetermined value.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is 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.

3.3.9.1 Structured Amount: Applicable

Scenario 1:

If [on Valuation Date(i), ReferenceFormula_PayoutBarrier(RVD(i)) is [lower] [higher] than [or equal to] PayoutBarrier(i)] [[and] [or] [a European] [an American] Knock-In Event_1(i) has [not] occurred], then:

Structured Amount (i) = Notional Amount × Product Formula(i)

Product Formula(i) = Max(Floor_Payout_1(i) ; Min(Cap_Payout_1(i) ; Participation_Payout_1(i) × (ReferenceFormula_Payout_1(RVD(i)) – PayoutStrike_1)))

Scenario 2:

If [on Valuation Date(i), ReferenceFormula_PayoutBarrier(RVD(i)) is [lower] [higher] than [or equal to] PayoutBarrier(i)] [[and] [or] [a European] [an American] Knock-In Event_1(i) has [not] occurred], then:

Structured Amount (i) = Notional Amount × Product Formula(i)

Product Formula(i) = $\text{Max}(\text{Floor_Payout_2}(i) ; \text{Min}(\text{Cap_Payout_2}(i) ; \text{Participation_Payout_2}(i) \times (\text{ReferenceFormula_Payout_2}(\text{RVD}(i)) - \text{PayoutStrike_2}))$

3.3.9.2 Event-linked Early Expiration: Applicable

Early Settlement Price(i) = Notional Amount × Product Formula(i)

Product Formula(i) = BaseSettlementLevel_ESP(i) + Payout_ESP(i)

3.3.9.3 Final Settlement Price:

The applicable Final Terms shall indicate in the clause "*Reference of the Product*", the Option applicable to such Product, selected amongst the Options described in Condition 3.3.0.1 above.

3.3.9.4 Specific Definition(s):

The applicable Final Terms shall indicate, as the case may be, one or more of the definitions mentioned in Condition 1.2.2 and Conditions 3.3.0.4 to 3.3.0.7 above.

3.3.9.5 Variable Data:

PayoutBarrier

Floor_Payout_1

Cap_Payout_1

Participation_Payout_1

PayoutStrike_1

Floor_Payout_2

Cap_Payout_2

Participation_Payout_2

PayoutStrike_2

Payout

BaseSettlementLevel_ESP

Payout_ESP

and any Variable Data applicable depending on the Option applicable to such Product and pursuant to the table in Condition 3.3.0.2 above.

These Variable Data are defined under Condition 5.4 herein.

3.3.9.6 Reference Formula(e):

ReferenceFormula_Payout_1

ReferenceFormula_Payout_2

ReferenceFormula_PayoutBarrier

The applicable Final Terms shall indicate, as the case may be, the additional Reference Formula(e) applicable to the Product depending on the Option applicable to such Product and pursuant to the table in Condition 3.3.0.3 above.

3.3.10 Twin Win

If the applicable Final Terms specify that "*Reference of the Product*" is 3.3.10, the following applies:

3.3.10.0 Product Description:

- There is no Structured Amount for this Product.
- This Product may be subject to Event-linked Early Expiration:
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price equals a predetermined value.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends on the realisation of one among three possible scenarios:
 - o The occurrence of these scenarios depends on: (i) the value of the relevant ReferenceFormula applied to the Underlying(s) of the Product and of its position compared to a Barrier; and upon (ii) the occurrence or not of a Low Barrier Knock-In Event.
 - o The Product Formula equals a predetermined value increased, as the case may be, by the value of the relevant Reference Formula considered minus a strike level, which may be subject to a cap and / or with a leverage factor.

3.3.10.1 **Structured Amount:** Not applicable

3.3.10.2 **Event-linked Early Expiration:** Applicable

Early Settlement Price(i) = Notional Amount x Product Formula(i)

Product Formula(i) = BaseSettlementLevel_ESP(i) + Payout_ESP(i)

3.3.10.3 **Final Settlement Price:**

Scenario 1:

If on Valuation Date(T), ReferenceFormula_Final(RVD(T)) is [higher] [lower] than [or equal to] Barrier, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_1 + Min(Cap ; CallParticipation x (ReferenceFormula_Final_1(RVD(T)) – Strike_1))

Scenario 2:

If on Valuation Date(T), ReferenceFormula_Final(RVD(T)) is [lower] [higher] than [or equal to] Barrier and a Low Barrier Knock-In Event has not occurred, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_2 + PutParticipation x (Strike_2 – ReferenceFormula_Final_2(RVD(T)))

Scenario 3:

If on Valuation Date(T), ReferenceFormula_Final(RVD(T)) is [lower] [higher] than [or equal to] Barrier and a Low Barrier Knock-In Event has occurred, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_3 + FinalParticipation x (ReferenceFormula_Final_3(RVD(T)) – Strike_3)

3.3.10.4 Specific Definition(s):

The applicable Final Terms shall indicate, as the case may be one or more of the definitions mentioned in Condition 1.2.2 above.

3.3.10.5 Variable Data:

BaseSettlementLevel_ESP
BaseSettlementLevel_FSP_1
BaseSettlementLevel_FSP_2
BaseSettlementLevel_FSP_3
Payout_ESP
Barrier
Strike_1
Strike_2
Strike_3
CallParticipation
Cap
PutParticipation
FinalParticipation

These Variable Data are defined under Condition 5.4 herein.

3.3.10.6 Reference Formula(e):

ReferenceFormula_Final
ReferenceFormula_Final_1
ReferenceFormula_Final_2
ReferenceFormula_Final_3

Among the Reference Formulae defined under Condition 4 below, the ones mainly used for these Products are (but without limitation):

For Warrants indexed on one Underlying:

Level (as defined under Condition 4.1 of the Family of "SimpleLevel")

For Warrants indexed on more than one Underlying:

BasketLevel (as defined under Condition 4.3 of the Family of "BasketLevel")

WorstLevel (as defined under Condition 4.6 of the Family of "WorstLevel")

3.3.11 Reserved

3.3.12 Reserved

3.3.13 Bonus

If the applicable Final Terms specify that "*Reference of the Product*" is 3.3.13, the following applies:

3.3.13.0 Product Description:

- There is no Structured Amount for this Product.
- This Product may be subject to Event-linked Early Expiration:

- If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price equals a predetermined value.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends on the realisation of one among two possible scenarios:
 - The occurrence of these scenarios is subject to the occurrence or not of a Low Barrier Knock-In Event.
 - The Product Formula equals a predetermined value increased, as the case may be, by the value of the relevant ReferenceFormula applied to the Underlying(s) of the Product minus a strike level, which may be subject to a floor and / or with a leverage factor.

3.3.13.1 Structured Amount: Not applicable

3.3.13.2 Event-linked Early Expiration: Applicable

Early Settlement Price(i) = Notional Amount x Product Formula(i)

Product Formula(i) = BaseSettlementLevel_ESP(i) + Payout_ESP(i)

3.3.13.3 Final Settlement Price:

Scenario 1:

If a Low Barrier Knock-In Event has not occurred, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_1 + Max(Bonus ; Participation_1 x (ReferenceFormula_Final_1(T) – Strike_1))

Scenario 2:

If a Low Barrier Knock-In Event has occurred, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_2 + Participation_2 x (ReferenceFormula_Final_2(T) – Strike_2)

3.3.13.4 Specific Definition(s):

The applicable Final Terms shall indicate, as the case may be, one or more of the definitions mentioned in Condition 1.2.2 and Conditions 3.3.0.4 to 3.3.0.7 above.

3.3.13.5 Variable Data:

BaseSettlementLevel_ESP
BaseSettlementLevel_FSP_1
BaseSettlementLevel_FSP_2
Payout_ESP
Bonus
Participation_1
Participation_2
Strike_1
Strike_2

These Variable Data are defined under Condition 5.4 herein.

3.3.13.6 Reference Formula(e):

ReferenceFormula_Final_1

ReferenceFormula_Final_2

Among the Reference Formulae defined under Condition 4 below, the ones mainly used for these Products are (but without limitation):

For Warrants indexed on one Underlying:

Level (as defined under Condition 4.1 of the Family of "SimpleLevel")

For Warrants indexed on more than one Underlying:

BasketLevel (as defined under Condition 4.3 of the Family of "BasketLevel")

WorstLevel (as defined under Condition 4.6 of the Family of "WorstLevel")

3.3.14 Capped Bonus

If the applicable Final Terms specify that "*Reference of the Product*" is 3.3.14, the following applies:

3.3.14.0 Product Description:

- There is no Structured Amount for this Product.
- This Product may be subject to Event-linked Early Expiration:
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price equals a predetermined value.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends on the realisation of one among two possible scenarios:
 - o The occurrence of these scenarios is subject to the occurrence or not of a Low Barrier Knock-In Event.
 - o The Product Formula equals a predetermined value increased, as the case may be, by the value of the relevant ReferenceFormula applied to the Underlying(s) of the Product minus a strike level, which may be subject to a floor and / or a cap and /or with a leverage factor.

3.3.14.1 Structured Amount: Not applicable

3.3.14.2 Event-linked Early Expiration: Applicable

Early Settlement Price(i) = Notional Amount x Product Formula(i)

Product Formula(i) = BaseSettlementLevel_ESP(i) + Payout_ESP(i)

3.3.14.3 Final Settlement Price:

Scenario 1:

If a Low Barrier Knock-In Event has not occurred, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_1 + Max(Bonus; Min(Cap_1 ; Participation_1 x (ReferenceFormula_Final_1(T) – Strike_1)))

Scenario 2:

If a Low Barrier Knock-In Event has occurred, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_2 + Min(Cap_2 ; Participation_2 x (ReferenceFormula_Final_2(T) – Strike_2))

3.3.14.4 Specific Definition(s):

The applicable Final Terms shall indicate, as the case may be, one or more of the definitions mentioned in Condition 1.2.2 and Conditions 3.3.0.4 to 3.3.0.7 above

3.3.14.5 Variable Data:

BaseSettlementLevel_ESP
BaseSettlementLevel_FSP_1
BaseSettlementLevel_FSP_2
Payout_ESP
Bonus
Participation_1
Participation_2
Strike_1
Strike_2
Cap_1
Cap_2

These Variable Data are defined under Condition 5.4 herein.

3.3.14.6 Reference Formula(e):

ReferenceFormula_Final_1
ReferenceFormula_Final_2

Among the Reference Formulae defined under Condition 4 below, the ones mainly used for these Products are (but without limitation):

For Warrants indexed on one Underlying:

Level (as defined under Condition 4.1 of the Family of "SimpleLevel")

For Warrants indexed on more than one Underlying:

BasketLevel (as defined under Condition 4.3 of the Family of "BasketLevel")

WorstLevel (as defined under Condition 4.6 of the Family of "WorstLevel")

3.3.15 Bonus Flex

If the applicable Final Terms specify that "*Reference of the Product*" is 3.3.15, the following applies:

3.3.15.0 Product Description:

- There is no Structured Amount for this Product.
- This Product may be subject to Event-linked Early Expiration:
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price equals a predetermined value.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends on the realisation of one among three possible scenarios:
 - o The occurrence of these scenarios is subject to the occurrence or not of a [High] [Low] Barrier Knock-In Event and of a Second [High] [Low] Barrier Knock-In Event.
 - o The Product Formula equals a predetermined value increased, as the case may be, by the value of the relevant ReferenceFormula applied to the Underlying(s) of the Product minus a strike level, which may be subject to a floor and / or a cap and /or with a leverage factor.

3.3.15.1 Structured Amount: Not applicable

3.3.15.2 Event-linked Early Expiration: Applicable

Early Settlement Price(i) = Notional Amount x Product Formula(i)

Product Formula(i) = BaseSettlementLevel_ESP(i) + Payout_ESP(i)

3.3.15.3 Final Settlement Price:

Scenario 1:

If a [Low Barrier Knock-In Event] [High Barrier Knock-In Event] has not occurred, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_1 + Max(HighBonus ; Min(Cap_1 ; Participation_1 x (ReferenceFormula_Final_1(RVD(T)) – Strike_1)))

Scenario 2:

If a [Low Barrier Knock-In Event] [High Barrier Knock-In Event] has occurred and a [Second Low Barrier Knock-In Event] [Second High Barrier Knock-In Event] has not occurred, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_2 + Max(LowBonus; Min(Cap_2 ; Participation_2 x (ReferenceFormula_Final_2(RVD(T)) – Strike_2)))

Scenario 3:

If a [Low Barrier Knock-In Event] [High Barrier Knock-In Event] has occurred and a [Second Low Barrier Knock-In Event] [Second High Barrier Knock-In Event] has occurred, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_3 + Min(Cap_3 ; Participation_3 x (ReferenceFormula_Final_3(RVD(T)) – Strike_3))

3.3.15.4 Specific Definition(s):

The applicable Final Terms shall indicate either, as the case may be, one or more of the definitions mentioned in Condition 1.2.2 and Conditions 3.3.0.4 to 3.3.0.7 above.

3.3.15.5 Variable Data:

BaseSettlementLevel_ESP
BaseSettlementLevel_FSP_1
BaseSettlementLevel_FSP_2
BaseSettlementLevel_FSP_3
Payout_ESP
HighBonus
Participation_1
Participation_2
Participation_3
Strike_1
Strike_2
Strike_3
Cap_1
Cap_2
Cap_3
LowBonus

These Variable Data are defined under Condition 5.4 herein.

3.3.15.6 Reference Formula(e):

ReferenceFormula_Final_1
ReferenceFormula_Final_2
ReferenceFormula_Final_3

Among the Reference Formulae defined under Condition 4 below, the ones mainly used for these Products are (but without limitation):

For Warrants indexed on one Underlying:

Level (as defined under Condition 4.1 of the Family of "SimpleLevel")

For Warrants indexed on more than one Underlying:

BasketLevel (as defined under Condition 4.3 of the Family of "BasketLevel")

WorstLevel (as defined under Condition 4.6 of the Family of "WorstLevel")

3.3.16 Reserved

3.3.17 Reserved

3.3.18 Reserved

3.3.19 In-Line

If the applicable Final Terms specify that "*Reference of the Product*" is 3.3.19, the following applies:

3.3.19.0 Product Description:

- There is no Structured Amount for this Product.
- This Product may be subject to Event-linked Early Expiration.
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price equals a predetermined value.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends on the realisation of one among two possible scenarios:
 - o The occurrence of these scenarios depends on the occurrence or not of a Low Barrier Knock-In Event or of a High Barrier Knock-In Event.
 - o The Product Formula equals a predetermined value.

3.3.19.1 Structured Amount: Not applicable

3.3.19.2 Event-linked Early Expiration: Applicable

Early Settlement Price(i) = Notional Amount x Product Formula(i)

Product Formula(i) = BaseSettlementLevel_ESP(i) + Payout_ESP(i)

3.3.19.3 Final Settlement Price:

Scenario 1:

If a Low Barrier Knock-In Event has not occurred and a High Barrier Knock-In Event has not occurred, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_1 + Bonus

Scenario 2:

If a Low Barrier Knock-In Event has occurred or a High Barrier Knock-In Event has occurred, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_2

3.3.19.4 Specific Definition(s):

The applicable Final Terms shall indicate, as the case may be, one or more of the definitions described in Conditions 3.3.0.4 to 3.3.0.7 above.

3.3.19.5 Variable Data:

BaseSettlementLevel_ESP
BaseSettlementLevel_FSP_1
BaseSettlementLevel_FSP_2
Bonus
Payout_ESP

These Variable Data are defined under Condition 5.4 herein.

3.3.19.6 **Reference Formula(e)**: Not applicable

3.3.20 **Outperformance**

If the applicable Final Terms specify that "*Reference of the Product*" is 3.3.20, the following applies:

3.3.20.0 **Product Description:**

- There is no Structured Amount for this Product.
- This Product may be subject to Event-linked Early Expiration:
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price equals a predetermined value.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends on the realisation of one among two (or three, depending on the Option selected) scenarios:
 - o The occurrence of these scenarios depends on (i) the value of the relevant ReferenceFormula applied to the Underlying(s) of the Product compared to a Barrier and (ii) (if applicable) whether or not a Low Barrier Knock-In Event occurs.
 - o The Product Formula equals a predetermined value increased, as the case may be, by the value of the relevant ReferenceFormula minus a strike level, which may be subject to a leverage factor.

3.3.20.1 **Structured Amount**: Not applicable

3.3.20.2 **Event-linked Early Expiration**: Applicable

Early Settlement Price(i) = Notional Amount x Product Formula(i)

Product Formula(i) = BaseSettlementLevel_ESP(i) + Payout_ESP(i)

3.3.20.3 **Final Settlement Price:**

Scenario 1:

If on Valuation Date(RVD(T)), ReferenceFormula_Final(RVD(T)) is [higher] [lower] than [or equal to] Barrier, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_1 + Participation_1 x (ReferenceFormula_Final_1(RVD(T)) – Strike_1)

Final Settlement Price – Option A:

Scenario 2:

If on Valuation Date(T), ReferenceFormula_Final(RVD(T)) is [lower] [higher] than [or equal to] Barrier and a Low Barrier Knock-In Event has not occurred, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_2

Scenario 3:

If on Valuation Date(T), ReferenceFormula_Final(RVD(T)) is [lower] [higher] than [or equal to] Barrier and a Low Barrier Knock-In Event has occurred, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_3 + Participation_3 x
(ReferenceFormula_Final_2(RVD(T)) – Strike_2)

Final Settlement Price – Option B:

Scenario 2:

If on Valuation Date(T), ReferenceFormula_Final(RVD(T)) is [lower] [higher] than [or equal to] Barrier, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_2 + Participation_2 x
(ReferenceFormula_Final_2(RVD(T)) – Strike_2)

3.3.20.4 Specific Definition(s):

The applicable Final Terms shall indicate, as the case may be, one or more of the definitions mentioned in Condition 1.2.2 and Conditions 3.3.0.4 to 3.3.0.7 above.

3.3.20.5 Variable Data:

BaseSettlementLevel_ESP
BaseSettlementLevel_FSP_1
BaseSettlementLevel_FSP_2
BaseSettlementLevel_FSP_3
Payout_ESP
Participation_1
Participation_2
Participation_3
Barrier
Strike_1
Strike_2

These Variable Data are defined under Condition 5.4 herein.

3.3.20.6 Reference Formula(e):

ReferenceFormula_Final
ReferenceFormula_Final_1
ReferenceFormula_Final_2

Among the Reference Formulae defined under Condition 4 below, the ones mainly used for these Products are (but without limitation):

For Warrants indexed on one Underlying:

Level (as defined under Condition 4.1 of the Family of "SimpleLevel")

For Warrants indexed on more than one Underlying:

BasketLevel (as defined under Condition 4.3 of the Family of "BasketLevel")

WorstLevel (as defined under Condition 4.6 of the Family of "WorstLevel")

3.3.21 Sprint

If the applicable Final Terms specify that "*Reference of the Product*" is 3.3.21, the following applies:

3.3.21.0 Product Description:

- There is no Structured Amount for this Product.
- This Product may be subject to Event-linked Early Expiration:
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price equals a predetermined value.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends on the realisation of one among two (or three, depending on the Option selected) scenarios:
 - o The occurrence of these scenarios depends on (i) the value of the relevant ReferenceFormula applied to the Underlying(s) of the Product compared to a Barrier and (ii) (if applicable) whether or not a Low Barrier Knock-In Event occurs.
 - o The Product Formula equals a predetermined value increased, as the case may be, by the value of the relevant ReferenceFormula minus a strike level, which may be subject to cap and / or with a leverage factor.

3.3.21.1 **Structured Amount:** Not applicable

3.3.21.2 **Event-linked Early Expiration:** Applicable

Early Settlement Price(i) = Notional Amount x Product Formula(i)

Product Formula(i) = BaseSettlementLevel_ESP(i) + Payout_ESP(i)

3.3.21.3 **Final Settlement Price:**

Scenario 1:

If on Valuation Date(T), ReferenceFormula_Final(RVD(T)) is [higher] [lower] than [or equal to] Barrier, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_1 + Min(Cap ; Participation_1 x (ReferenceFormula_Final_1(RVD(T)) – Strike_1))

Final Settlement Price – Option A:

Scenario 2:

If on Valuation Date(T), ReferenceFormula_Final(RVD(T)) is [lower] [higher] than [or equal to] Barrier and a Low Barrier Knock-In Event has not occurred, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_2

Scenario 3:

If on Valuation Date(T), ReferenceFormula_Final(RVD(T)) is [lower] [higher] than [or equal to] Barrier and a Low Barrier Knock-In Event has occurred, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_3 + Participation_2 x
(ReferenceFormula_Final_2(RVD(T)) – Strike_2)

Final Settlement Price – Option B:

Scenario 2:

If on Valuation Date(T), ReferenceFormula_Final(RVD(T)) is [lower] [higher] than [or equal to] Barrier, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_2 + Participation_2 x
(ReferenceFormula_Final_2(RVD(T)) – Strike_2)

3.3.21.4 Specific Definition(s):

The applicable Final Terms shall indicate, as the case may be, one or more of the definitions mentioned in Condition 1.2.2 and Conditions 3.3.0.4 to 3.3.0.7 above.

3.3.21.5 Variable Data:

BaseSettlementLevel_ESP
BaseSettlementLevel_FSP_1
BaseSettlementLevel_FSP_2
BaseSettlementLevel_FSP_3
Payout_ESP
Barrier
Strike_1
Strike_2
Participation_1
Participation_2
Cap

These Variable Data are defined under Condition 5.4 herein.

3.3.21.6 Reference Formula(e):

ReferenceFormula_Final
ReferenceFormula_Final_1
ReferenceFormula_Final_2

Among the Reference Formulae defined under Condition 4 below, the ones mainly used for these Products are (but without limitation):

For Warrants indexed on one Underlying:

Level (as defined under Condition 4.1 of the Family of "SimpleLevel")

For Warrants indexed on more than one Underlying:

BasketLevel (as defined under Condition 4.3 of the Family of "BasketLevel")

WorstLevel (as defined under Condition 4.6 of the Family of "WorstLevel")

3.3.22 Reserved

3.3.23 Reverse Capped Bonus

If the applicable Final Terms specify that "*Reference of the Product*" is 3.3.23, the following applies:

3.3.23.0 Product Description:

- There is no Structured Amount for this Product.
- This Product may be subject to Event-linked Early Expiration:
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price equals a predetermined value.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends on the realisation of one among two possible scenarios:
 - o The occurrence of these scenarios is subject to the occurrence or not of a High Barrier Knock-In Event.
 - o The Product Formula equals a predetermined value increased, as the case may be, by a strike level minus the value of the relevant ReferenceFormula applied to the Underlying(s) of the Product, which may be subject to a floor and /or a cap and / or with a leverage factor.

3.3.23.1 Structured Amount: Not applicable

3.3.23.2 Event-linked Early Expiration: Applicable

Early Settlement Price(i) = Notional Amount x Product Formula(i)

Product Formula(i) = BaseSettlementLevel_ESP(i) + Payout_ESP(i)

3.3.23.3 Final Settlement Price:

Scenario 1:

If a High Barrier Knock-In Event has not occurred, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_1 + Max(Bonus ; Min(Cap_1 ; Participation_1 x (Strike_1 - ReferenceFormula_Final_1(RVD(T)))))

Scenario 2:

If a High Barrier Knock-In Event has occurred, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_2 + Max(Floor ; Min(Cap_2 ; Participation_2 x (Strike_2 - ReferenceFormula_Final_2(RVD(T))))))

3.3.23.4 Specific Definition(s):

The applicable Final Terms shall indicate, as the case may be, one or more of the definitions mentioned in Condition 1.2.2 and Conditions 3.3.0.4 to 3.3.0.7 above.

3.3.23.5 Variable Data:

BaseSettlementLevel_ESP
BaseSettlementLevel_FSP_1
BaseSettlementLevel_FSP_2
Payout_ESP
Bonus
Participation_1
Participation_2
Strike_1
Strike_2
Cap_1
Cap_2
Floor

These Variable Data are defined under Condition 5.4 herein.

3.3.23.6 Reference Formula(e):

ReferenceFormula_Final_1
ReferenceFormula_Final_2

Among the Reference Formulae defined under Condition 4 below, the ones mainly used for these Products are (but without limitation):

For Warrants indexed on one Underlying:

Level (as defined under Condition 4.1 of the Family of "SimpleLevel")

For Warrants indexed on more than one Underlying:

BasketLevel (as defined under Condition 4.3 of the Family of "BasketLevel")

BestLevel (as defined under Condition 4.5 of the Family of "BestLevel")

3.3.24 Reverse Outperformance

If the applicable Final Terms specify that "*Reference of the Product*" is 3.3.24, the following applies:

3.3.24.0 Product Description:

- There is no Structured Amount for this Product.
- This Product may be subject to Event-linked Early Expiration:
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price equals a predetermined value.

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends on the realisation of one among two (or three, depending on the Option selected) scenarios:
 - o The occurrence of these scenarios depends on (i) the value of the relevant ReferenceFormula applied to the Underlying(s) of the Product compared to a Barrier and (ii) (if applicable) whether or not a High Barrier Knock-In Event occurs.
 - o The Product Formula equals a predetermined value increased, as the case may be, by a strike level minus the value of the relevant ReferenceFormula, which may be subject to floor and / or with a leverage factor.

3.3.24.1 **Structured Amount:** Not applicable

3.3.24.2 **Event-linked Early Expiration:** Applicable

Early Settlement Price(i) = Notional Amount x Product Formula(i)

Product Formula(i) = BaseSettlementLevel_ESP(i) + Payout_ESP(i)

3.3.24.3 **Final Settlement Price:**

Scenario 1:

If on Valuation Date(T), ReferenceFormula_Final(RVD(T)) is [lower] [higher] than [or equal to] Barrier, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_1 + Participation_1 x (Strike_1 – ReferenceFormula_Final_1(RVD(T)))

Final Settlement Price – Option A:

Scenario 2:

If on Valuation Date(T), ReferenceFormula_Final(RVD(T)) is [higher] [lower] than [or equal to] Barrier and a High Barrier Knock-In Event has not occurred, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_2

Scenario 3:

If on Valuation Date(T), ReferenceFormula_Final(RVD(T)) is [higher] [lower] than [or equal to] Barrier and a High Barrier Knock-In Event has occurred, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_3 + Max(Floor ; Participation_2 x (Strike_2 – ReferenceFormula_Final_2(RVD(T))))

Final Settlement Price – Option B:

Scenario 2:

If on Valuation Date(T), ReferenceFormula_Final(RVD(T)) is [higher] [lower] than [or equal to] Barrier, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_2 + Max(Floor ; Participation_2 x (Strike_2 – ReferenceFormula_Final_2(RVD(T))))

3.3.24.4 Specific Definition(s):

The applicable Final Terms shall indicate, as the case may be, one or more of the definitions mentioned in Condition 1.2.2 and Conditions 3.3.0.4 to 3.3.0.7 above.

3.3.24.5 Variable Data:

BaseSettlementLevel_ESP
BaseSettlementLevel_FSP_1
BaseSettlementLevel_FSP_2
BaseSettlementLevel_FSP_3
Payout_ESP
Barrier
Strike_1
Strike_2
Participation_1
Participation_2
Floor

These Variable Data are defined under Condition 5.4 herein.

3.3.24.6 Reference Formula(e):

ReferenceFormula_Final
ReferenceFormula_Final_1
ReferenceFormula_Final_2

Among the Reference Formulae defined under Condition 4 below, the ones mainly used for these Products are (but without limitation):

For Warrants indexed on one Underlying:

Level (as defined under Condition 4.1 of the Family of "SimpleLevel")

For Warrants indexed on more than one Underlying:

BasketLevel (as defined under Condition 4.3 of the Family of "BasketLevel")

BestLevel (as defined under Condition 4.5 of the Family of "BestLevel")

3.3.25 Reverse Sprint

If the applicable Final Terms specify that "*Reference of the Product*" is 3.3.25, the following applies:

3.3.25.0 Product Description:

- There is no Structured Amount for this Product.
- This Product may be subject to Event-linked Early Expiration:

- If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price equals a predetermined value.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends on the realisation of one among two (or three, depending on the Option selected) scenarios:
 - The occurrence of these scenarios depends on (i) the value of the relevant ReferenceFormula applied to the Underlying(s) of the Product and of its position compared to a Barrier and (ii) (if applicable) whether or not a HighBarrier Knock-In Event occurs.
 - The Product Formula is equal, depending upon the scenario occurring, to a predetermined value increased, as the case may be, by a strike level minus the value of the ReferenceFormula considered, which may be subject to a floor and / or a cap and / or with a leverage factor.

3.3.25.1 **Structured Amount:** Not applicable

3.3.25.2 **Event-linked Early Expiration:** Applicable

Early Settlement Price(i) = Notional Amount x Product Formula(i)

Product Formula(i) = BaseSettlementLevel_ESP(i) + Payout_ESP(i)

3.3.25.3 **Final Settlement Price:**

Scenario 1:

If on Valuation Date(T), ReferenceFormula_Final(RVD(T)) is [lower] [higher] than [or equal to] Barrier, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_1 + Min(Cap ; Participation_1 x (Strike_1 – ReferenceFormula_Final_1(RVD(T))))

Final Settlement Price – Option A:

Scenario 2:

If on Valuation Date(T), ReferenceFormula_Final(RVD(T)) is [higher] [lower] than [or equal to] Barrier and a High Barrier Knock-In Event has not occurred, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_2

Scenario 3:

If on Valuation Date(T), ReferenceFormula_Final(RVD(T)) is [higher] [lower] than [or equal to] Barrier and a High Barrier Knock-In Event has occurred, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_3 + Max(Floor ; Participation_2 x (Strike_2 – ReferenceFormula_Final_2(RVD(T))))

Final Settlement Price – Option B:

Scenario 2:

If on Valuation Date(T), ReferenceFormula_Final(RVD(T)) is [higher] [lower] than [or equal to] Barrier, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_2 + Max(Floor ; Strike_2 – ReferenceFormula_Final_2(RVD(T)))

3.3.25.4 Specific Definition(s):

The applicable Final Terms shall indicate, as the case may be, one or more of the definitions mentioned in Condition 1.2.2 and Conditions 3.3.0.4 to 3.3.0.7 above.

3.3.25.5 Variable Data:

BaseSettlementLevel_ESP
BaseSettlementLevel_FSP_1
BaseSettlementLevel_FSP_2
BaseSettlementLevel_FSP_3
Payout_ESP
Floor
Barrier
Strike_1
Strike_2
Participation_1
Participation_2
Cap

These Variable Data are defined under Condition 5.4 herein.

3.3.25.6 Reference Formula(e):

ReferenceFormula_Final
ReferenceFormula_Final_1
ReferenceFormula_Final_2

Among the Reference Formulae defined under Condition 4 below, the ones mainly used for these Products are (but without limitation):

For Warrants indexed on one Underlying:

Level (as defined under Condition 4.1 of the Family of "SimpleLevel")

For Warrants indexed on more than one Underlying:

BasketLevel (as defined under Condition 4.3 of the Family of "BasketLevel")

BestLevel (as defined under Condition 4.5 of the Family of "BestLevel")

3.3.26 **Reserved**

3.3.27 **Digital Range**

If the applicable Final Terms specify that "*Reference of the Product*" is 3.3.27, the following applies:

3.3.27.0 **Product Description:**

- There is no Structured Amount for this Product.
- This Product may be subject to Event-linked Early Expiration:
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price equals a predetermined value.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends on the realisation of one among five possible scenarios:
 - o The occurrence of these scenarios depends on the occurrence or not of (i) a LowBarrier Knock-In Event and of (ii) a HighBarrier Knock-In Event and upon (iii) the date the HighBarrier Knock-in Event occurs compared to the LowBarrier Knock-in Event.
 - o The Product Formula is equal, depending upon the scenario occurring, to a predetermined value increased, as the case may be, by the value of the ReferenceFormula considered and applied to the Underlying(s) minus a strike level, which may be subject to a floor and / or a cap and / or with a leverage factor.

3.3.27.1 **Structured Amount:** Not applicable

3.3.27.2 **Event-linked Early Expiration:** Applicable

Early Settlement Price(i) = Notional Amount x Product Formula(i)

Product Formula(i) = BaseSettlementLevel_ESP(i) + Payout_ESP(i)

3.3.27.3 **Final Settlement Price:**

Scenario 1:

If a Low Barrier Knock-In Event has not occurred and a High Barrier Knock-In Event has not occurred, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_1 + Bonus

Scenario 2:

If a Low Barrier Knock-In Event has occurred and a High Barrier Knock-In Event has not occurred, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_2 + Min(UpCap_1 ; CallParticipation_1 x (ReferenceFormula_Final_1(RVD(T)) – StrikeCall_1))

Scenario 3:

If a Low Barrier Knock-In Event has occurred and a High Barrier Knock-In Event has occurred and the LowBarrierEventDate is before the HighBarrierEventDate, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_3 + Min(UpCap_2 ; CallParticipation_2 x (ReferenceFormula_Final_2(RVD(T)) – StrikeCall_2))

Scenario 4:

If a High Barrier Knock-In Event has occurred and a Low Barrier Knock-In Event has occurred and the HighBarrierEventDate is before the LowBarrierEventDate, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_4 + Min(DownCap_1 ; Max(Floor_1 ; PutParticipation_1 x (StrikePut_1 – ReferenceFormula_Final_3(RVD(T)))))

Scenario 5:

If a High Barrier Knock-In Event has occurred and a Low Barrier Knock-In Event has not occurred, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_5 + Max(Floor_2 ; PutParticipation_2 x (StrikePut_2 – ReferenceFormula_Final_4(RVD(T)))))

3.3.27.4 Specific Definition(s):

The applicable Final Terms shall indicate, as the case may be, one or more of the definitions mentioned in Condition 1.2.2 and Conditions 3.3.0.4 to 3.3.0.7 above.

3.3.27.5 Variable Data:

BaseSettlementLevel_ESP
BaseSettlementLevel_FSP_1
BaseSettlementLevel_FSP_2
BaseSettlementLevel_FSP_3
BaseSettlementLevel_FSP_4
BaseSettlementLevel_FSP_5
Payout_ESP
Bonus
UpCap_1
CallParticipation_1
StrikeCall_1
DownCap_1
Floor_1
PutParticipation_1
StrikePut_1
UpCap_2
CallParticipation_2
StrikeCall_2
DownCap_2
Floor_2
PutParticipation_2
StrikePut_2

These Variable Data are defined under Condition 5.4 herein.

3.3.27.6 Reference Formula(e):

ReferenceFormula_Final_1
ReferenceFormula_Final_2
ReferenceFormula_Final_3
ReferenceFormula_Final_4

Among the Reference Formulae defined under Condition 4 below, the ones mainly used for these Products are (but without limitation):

For Warrants indexed on one Underlying:

Level (as defined under Condition 4.1 of the Family of "SimpleLevel")

For Warrants indexed on more than one Underlying:

BasketLevel (as defined under Condition 4.3 of the Family of "BasketLevel")

WorstLevel (as defined under Condition 4.6 of the Family of "WorstLevel")

BestLevel (as defined under Condition 4.5 of the Family of "BestLevel")

3.3.28 Range Payout

If the applicable Final Terms specify that "*Reference of the Product*" is 3.3.28, the following applies:

3.3.28.0 Product Description:

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Structured Amount in respect of this Product depends on the realisation of one among two possible scenarios:
 - o The occurrence of these scenarios is subject to the occurrence or not of a LowBarrier Knock-In Event and of a HighBarrier Knock-In Event.
 - o The Product Formula may be equal, depending upon the scenario occurring, to a predetermined value or to zero.
- There is no Event-linked Early Expiration under this Product.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is equal to a predetermined value.

3.3.28.1 Structured Amount: Applicable

Scenario 1:

If a Low Barrier Knock-In Event(i) has not occurred and a High Barrier Knock-In Event(i) has not occurred, then:

Structured Amount(i) = Notional Amount x Product Formula(i)

Product Formula(i) = Payout(i)

Scenario 2:

If a Low Barrier Knock-In Event(i) has occurred or a High Barrier Knock-In Event(i) has occurred, then:

Structured Amount(i) = Notional Amount x Product Formula(i)

Product Formula(i) = 0 (zero)

3.3.28.2 **Event-linked Early Expiration:** Not applicable

3.3.28.3 **Final Settlement Price:**

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP

3.3.28.4 **Specific Definition(s):**

The applicable Final Terms shall indicate, as the case may be, one or more of the definitions mentioned in Conditions 3.3.0.4 to 3.3.0.7 above.

3.3.28.5 **Variable Data:**

Payout

BaseSettlementLevel_FSP

These Variable Data are defined under Condition 5.4 herein.

3.3.28.6 **Reference Formula(e):** Not applicable

3.3.29 **Bonus Swing**

If the applicable Final Terms specify that "*Reference of the Product*" is 3.3.29, the following applies:

3.3.29.0 **Product Description:**

- There is no Structured Amount for this Product.
- There is no Event-linked Early Expiration under this Product.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends on the realisation of one among two (or three, depending on the Option selected) scenarios:
 - o The occurrence of these scenarios depends on the occurrence or not of (i) a LowBarrier Knock-In Event and of (ii) a HighBarrier Knock-In Event and upon (iii) (if applicable) the date the HighBarrier Event occurs compared to the LowBarrier Event.
 - o The Product Formula is equal, depending upon the scenario occurring, to a predetermined value.

3.3.29.1 **Structured Amount:** Not applicable

3.3.29.2 **Event-linked Early Expiration:** Not applicable

3.3.29.3 **Final Settlement Price:**

Scenario 1:

If a Low Barrier Knock-In Event has not occurred or a High Barrier Knock-In Event has not occurred, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_1

Final Settlement Price – Option A:

Scenario 2:

If a Low Barrier Knock-In Event has occurred and a High Barrier Knock-In Event has occurred and the LowBarrierEventDate is before the HighBarrierEventDate, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T)= BaseSettlementLevel_FSP_2 + Bonus

Scenario 3:

If a Low Barrier Knock-In Event has occurred and a High Barrier Knock-In Event has occurred and the HighBarrierEventDate is before the LowBarrierEventDate, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T)= BaseSettlementLevel_FSP_3

Final Settlement Price – Option B:

Scenario 2:

If a Low Barrier Knock-In Event has occurred and a High Barrier Knock-In Event has occurred and the HighBarrierEventDate is before the LowBarrierEventDate, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_2 + Bonus

Scenario 3:

If a Low Barrier Knock-In Event has occurred and a High Barrier Knock-In Event has occurred and the LowBarrierEventDate is before the HighBarrierEventDate, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T)= BaseSettlementLevel_FSP_3

Final Settlement Price – Option C:

Scenario 2:

If a Low Barrier Knock-In Event has occurred and a High Barrier Knock-In Event has occurred, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_2 + Bonus

3.3.29.4 Specific Definition(s):

The applicable Final Terms shall indicate, as the case may be, one or more of the definitions mentioned in Conditions 3.3.0.4 to 3.3.0.7 above.

3.3.29.5 Variable Data:

BaseSettlementLevel_FSP_1
BaseSettlementLevel_FSP_2
BaseSettlementLevel_FSP_3
Bonus

These Variable Data are defined under Condition 5.4 herein.

3.3.29.6 Reference Formula(e): Not applicable

3.3.30 Equity Protection

If the applicable Final Terms specify that "*Reference of the Product*" is 3.3.30, the following applies:

3.3.30.0 Product Description:

- There is no Structured Amount for this Product.
- This Product may be subject to Event-linked Early Expiration.
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price equals a predetermined value.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends on the realisation of one among three possible scenarios:
 - o The occurrence of these scenarios depends on (i) the value of the relevant ReferenceFormula applied to the Underlying(s) of the Product and of its position compared to a Barrier and of (ii) whether or not a LowBarrier Knock-In Event occurs.
 - o The Product Formula is equal, depending upon the scenario occurring, to a predetermined value increased, as the case may be, by the value of the ReferenceFormula considered minus a strike level, which may be subject to a cap and / or with a leverage factor.

3.3.30.1 Structured Amount: Not applicable

3.3.30.2 Event-linked Early Expiration: Applicable

Early Settlement Price(i) = Notional Amount x Product Formula(i)

Product Formula(i) = BaseSettlementLevel_ESP(i) + Payout_ESP(i)

3.3.30.3 Final Settlement Price:

Scenario 1:

If on Valuation Date(T), ReferenceFormula_Final(RVD(T)) is [higher] [lower] than [or equal to] Barrier, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_1 + Min(Cap ; Participation_1 x (ReferenceFormula_Final_1(RVD(T)) - Strike_1))

Scenario 2:

If on Valuation Date(T), ReferenceFormula_Final(RVD(T)) is [lower] [higher] than [or equal to] Barrier and a Low Barrier Knock-In Event has not occurred, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_2 + Participation_2 x (ReferenceFormula_Final_2(RVD(T)) – Strike_2)

Scenario 3:

If on Valuation Date(T), ReferenceFormula_Final(RVD(T)) is [lower] [higher] than [or equal to] Barrier and a Low Barrier Knock-In Event has occurred, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_3 + Floor

3.3.30.4 Specific Definition(s):

The applicable Final Terms shall indicate, as the case may be, one or more of the definitions mentioned in Condition 1.2.2 and Conditions 3.3.0.4 to 3.3.0.7 above.

3.3.30.5 Variable Data:

BaseSettlementLevel_ESP
BaseSettlementLevel_FSP_1
BaseSettlementLevel_FSP_2
BaseSettlementLevel_FSP_3
Cap
Payout_ESP
Participation_1
Participation_2
Barrier
Strike_1
Strike_2
Floor

These Variable Data are defined under Condition 5.4 herein.

3.3.30.6 Reference Formula(e):

ReferenceFormula_Final
ReferenceFormula_Final_1
ReferenceFormula_Final_2

Among the Reference Formulae defined under Condition 4 below, the ones mainly used for these Products are (but without limitation):

For Warrants indexed on one Underlying:

Level (as defined under Condition 4.1 of the Family of "SimpleLevel")

For Warrants indexed on more than one Underlying:

BasketLevel (as defined under Condition 4.3 of the Family of "BasketLevel")

WorstLevel (as defined under Condition 4.6 of the Family of "WorstLevel")

3.3.31 Reverse Equity Protection

If the applicable Final Terms specify that "*Reference of the Product*" is 3.3.31, the following applies:

3.3.31.0 Product Description:

- There is no Structured Amount for this Product.
- This Product may be subject to Event-linked Early Expiration:
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price equals a predetermined value.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends on the realisation of one among three possible scenarios:
 - o The occurrence of these scenarios depends on (i) the value of the relevant ReferenceFormula applied to the Underlying(s) of the Product and of its position compared to a Barrier and of (ii) whether or not a HighBarrier Knock-In Event occurs.
 - o The Product Formula is equal, depending upon the scenario occurring, to a predetermined value increased, as the case may be, by the value of the ReferenceFormula considered minus a strike level, which may be subject to a cap and / or with a leverage factor.

3.3.31.1 Structured Amount: Not applicable

3.3.31.2 Event-linked Early Expiration: Applicable

Early Settlement Price(i) = Notional Amount x Product Formula(i)

Product Formula(i) = BaseSettlementLevel_ESP(i) + Payout_ESP(i)

3.3.31.3 Final Settlement Price:

Scenario 1:

If on Valuation Date(T), ReferenceFormula_Final(RVD(T)) is [lower] [higher] than [or equal to] Barrier, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_1 + Min(Cap ; Participation_1 x (Strike_1 – ReferenceFormula_Final_1(RVD(T))))

Scenario 2:

If on Valuation Date(T), ReferenceFormula_Final(RVD(T)) is [higher] [lower] than [or equal to] Barrier and a High Barrier Knock-In Event has not occurred, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_2 + Participation_2 x (Strike_2 – ReferenceFormula_Final_2(RVD(T)))

Scenario 3:

If on Valuation Date(T), ReferenceFormula_Final(RVD(T)) is [higher] [lower] than [or equal to] Barrier and a High Barrier Knock-In Event has occurred, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_3 + Floor

3.3.31.4 Specific Definition(s):

The applicable Final Terms shall indicate, as the case may be, one or more of the definitions mentioned in Condition 1.2.2 and Conditions 3.3.0.4 to 3.3.0.7 above.

3.3.31.5 Variable Data:

BaseSettlementLevel_ESP
BaseSettlementLevel_FSP_1
BaseSettlementLevel_FSP_2
BaseSettlementLevel_FSP_3
Cap
Payout_ESP
Participation_1
Participation_2
Barrier
Strike_1
Strike_2
Floor

These Variable Data are defined under Condition 5.4 herein.

3.3.31.6 Reference Formula(e):

ReferenceFormula_Final
ReferenceFormula_Final_1
ReferenceFormula_Final_2

Among the Reference Formulae defined under Condition 4 below, the ones mainly used for these Products are (but without limitation):

For Warrants indexed on one Underlying:

Level (as defined under Condition 4.1 of the Family of "SimpleLevel")

For Warrants indexed on more than one Underlying:

BasketLevel (as defined under Condition 4.3 of the Family of "BasketLevel")

BestLevel (as defined under Condition 4.5 of the Family of "BestLevel")

3.3.32 **Range Accrual**

If the applicable Final Terms specify that "*Reference of the Product*" is 3.3.32, the following applies:

3.3.32.0 **Product Description:**

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Structured Amount in respect of this Product depends on the value of the relevant ReferenceFormula applied to the Underlying(s) of the Product.
- This Product may be subject to Event-linked Early Expiration:
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price equals a predetermined value.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is 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.

3.3.32.1 **Structured Amount:** Applicable

Structured Amount (i) = Notional Amount x Product Formula(i)

Product Formula(i) = Payout(i) x ReferenceFormula_Payout(RVD(i))

3.3.32.2 **Event-linked Early Expiration:** Applicable

Early Settlement Price(i) = Notional Amount x Product Formula(i)

Product Formula(i) = BaseSettlementLevel_ESP(i) + Payout_ESP(i)

3.3.32.3 **Final Settlement Price:**

The applicable Final Terms shall indicate in the clause "*Reference of the Product*", the Option applicable to such Product, selected amongst the Options described in Condition 3.3.0.1 above.

3.3.32.4 **Specific Definition(s):**

The applicable Final Terms shall indicate, as the case may be, one or more of the definitions mentioned in Condition 1.2.2 above.

3.3.32.5 **Variable Data:**

Payout

BaseSettlementLevel_ESP

Payout_ESP

And any Variable Data applicable to the Product depending on the Option applicable to such Product and pursuant to the table in Condition 3.3.0.2 above.

These Variable Data are defined under Condition 5.4 herein.

3.3.32.6 **Reference Formula(e):**

ReferenceFormula_Payout

The applicable Final Terms shall indicate as the case may be, the additional Reference Formula(e) applicable to the Product depending on the Option applicable to such Product and pursuant to the table in Condition 3.3.0.3 above.

3.4 Reserved

3.5 Family of Products "Accumulator and Cliquet"

Set out below, the list of Products of the Family of Products "Accumulator and Cliquet", the Reference of the Product of which is mentioned in the table below and will be indicated in the applicable Final Terms in the clause "*Reference of the Product*" :

Reference of the Product	Product
3.5.1	Resettable Accumulator
3.5.2	Sunrise
3.5.3	Sunrise Max
3.5.4	Colt

Description of how the value of the Warrants can be affected by the value of the Underlying(s)

The Family "Accumulator and Cliquet" comprises Products which provide exposure to the positive performance of an Underlying or a Basket or one or several Underlying(s) within a Basket, where the Product Amount(s) are determined based on an accumulation (either additive or multiplicative) of performances of the Underlying or Basket or one or several Underlying(s) within a Basket over several consecutive periods (performances being usually restriked at the beginning of each period). Performances of the Underlying or Basket or one or several Underlying(s) within a Basket can be weighted, leveraged, averaged, locked, floored and/or capped.

3.5.1 Resettable Accumulator

If the applicable Final Terms specify that "*Reference of the Product*" is 3.5.1, the following applies:

3.5.1.0 Product Description:

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Structured Amount in respect of this Product depends on the value of the relevant ReferenceFormula applied to the Underlying(s) of the Product, which may be subject to a floor and / or a cap and / or with a leverage factor.
- There is no Event-linked Early Expiration under this Product.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is equal to a predetermined value.

3.5.1.1 Structured Amount: Applicable

Structured Amount(i) = Notional Amount × Product Formula(i)

Product Formula(i) = Max(Floor(i) ; Min(Cap(i) ; Participation(i) × (ReferenceFormula_Payout(RVD(i)) – ReferenceFormula_Payout(RVD(i-1))))))

With:

ReferenceFormula_Payout(0) = 0 (zero)

3.5.1.2 **Event-linked Early Expiration:** Not applicable

3.5.1.3 **Final Settlement Price:**

Final Settlement Price = Notional Amount × Product Formula(T)

Product Formula(T) = BaseSettlementLevel

3.5.1.4 **Variable Data:**

Floor

Cap

Participation

BaseSettlementLevel

These Variable Data are defined under Condition 5.4 herein.

3.5.1.5 **Reference Formula(e):**

ReferenceFormula_Payout

Among the Reference Formulae defined under Condition 4 below, the one mainly used for these Products is (but without limitation):

SumTimeRestrikePerformance (as defined under Condition 4.17 of the Family of "Restrike Performance")

3.5.2 **Sunrise**

If the applicable Final Terms specify that "*Reference of the Product*" is 3.5.2, the following applies:

3.5.2.0 **Product Description:**

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Structured Amount in respect of this Product depends on the value of the Sunrise Level applied to the Underlying(s) of the Product, which may be subject to a floor and / or a cap and / or with a leverage factor.
- There is no Event-linked Early Expiration under this Product.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is equal to a predetermined value.

3.5.2.1 **Structured Amount:** Applicable

Structured Amount(i) = Notional Amount × Product Formula(i)

Product Formula(i) = Max(Floor(i) ; Min(Cap(i) ; Payout(i) + Participation(i) × (SunriseLevel(RVD(i)) – Strike(i))))

3.5.2.2 **Event-linked Early Expiration:** Not applicable

3.5.2.3 **Final Settlement Price:**

Final Settlement Price = Notional Amount × Product Formula(T)

Product Formula(T) = BaseSettlementLevel

3.5.2.4 Specific Definitions:

SunriseLevel(RVD(i)) = (SunriseLevel(RVD(i-1)) x RestrikeLevel(i) x ReplacedLevel) / MaxTimeRestrikeLevel(RVD(i), Lag)

With:

SunriseLevel(0) = 1

And:

ReplacedLevel means a level used to determine SunriseLevel, as specified in the applicable Final Terms.

3.5.2.5 Variable Data:

Floor
Cap
Payout
Participation
Strike
BaseSettlementLevel
Lag

These Variable Data are defined under Condition 5.4 herein.

3.5.2.6 Reference Formula(e):

RestrikeLevel and MaxTimeRestrikeLevel are defined under Condition 4.17 below of the *Family of "Restrike Performance"*

3.5.3 Sunrise Max

If the applicable Final Terms specify that "*Reference of the Product*" is 3.5.3, the following applies:

3.5.3.0 Product Description:

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Structured Amount in respect of this Product h depends on the value of the Max Sunrise Level applied to the Underlying(s) of the Product, which may be subject to a floor and / or a cap and / or with a leverage factor.
- There is no Event-linked Early Expiration under this Product.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is equal to a predetermined value.

3.5.3.1 Structured Amount: Applicable

Structured Amount(i) = Notional Amount x Product Formula(i)

Product Formula(i) = Max(Floor(i) ; Min(Cap(i) ; Payout(i) + Participation(i) x (MaxSunriseLevel(RVD(i)) – Strike(i))))

3.5.3.2 **Event-linked Early Expiration:** Not applicable

3.5.3.3 **Final Settlement Price:**

Final Settlement Price = Notional Amount × Product Formula(T)

Product Formula(T) = BaseSettlementLevel

3.5.3.4 **Specific Definitions:**

MaxSunriseLevel(RVD(i)) = Max(SunriseLevel(RVD(i)) ; MaxSunriseLevel(RVD(i-1)))

With:

MaxSunriseLevel(0) = 1

Where:

SunriseLevel(RVD(i)) = (SunriseLevel(RVD(i-1)) × RestrikeLevel(i) × ReplacedLevel) / MaxTimeRestrikeLevel(RVD(i), Lag)

With:

SunriseLevel(0) = 1

And:

ReplacedLevel means a level used to determine SunriseLevel, as specified in the applicable Final Terms.

3.5.3.5 **Variable Data:**

Floor

Cap

Payout

Participation

Strike

BaseSettlementLevel

Lag

These Variable Data are defined under Condition 5.4 herein.

3.5.3.6 **Reference Formula(e):**

RestrikeLevel and MaxTimeRestrikeLevel are defined under Condition 4.17 below of the *Family of "Restrike Performance"*.

3.5.4 Colt

If the applicable Final Terms specify that "*Reference of the Product*" is 3.5.4, the following applies:

3.5.4.0 **Product Description:**

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Structured Amount in respect of this Product depends on the realisation of one among two possible scenarios:

- If the value of the relevant ReferenceFormula applied to the Underlying(s) of the Product is higher than 0, then the Product Formula used to determine the Structured Amount is equal to the difference between the values of the ReferenceFormula computed at two Dates, which may be subject to a floor and / or a cap.
- If the value of the relevant ReferenceFormula applied to the Underlying(s) of the Product is lower than or equal to zero, then the Product Formula used to determine the Structured Amount is equal to the value of the relevant ReferenceFormula, which may be subject to a floor and / or a cap.
- There is no Event-linked Early Expiration under this Product.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is equal to a predetermined value.

3.5.4.1 **Structured Amount:** Applicable

Structured Amount(i) = Notional Amount × Product Formula(i)

Product Formula(i) = Max(Floor(i) ; Min(Cap(i) ; ReferenceFormula_Payout(RVD(i)) - ReferenceFormula_Payout(RVD(i-1)) × IND(ReferenceFormula_Payout(RVD(i-1)) is higher than 0)))

3.5.4.2 **Event-linked Early Expiration:** Not applicable

3.5.4.3 **Final Settlement Price:**

Final Settlement Price = Notional Amount × Product Formula(T)

Product Formula(T) = BaseSettlementLevel

3.5.4.4 **Variable Data:**

Floor

Cap

BaseSettlementLevel

These Variable Data are defined under Condition 5.4 herein.

3.5.4.5 **Reference Formula(e):**

ReferenceFormula_Payout

Among the Reference Formulae defined under Condition 4 below, the one mainly used for these Products is (but without limitation):

SumTimeRestrikePerformance (as defined under Condition 4.17 of the Family of "Restrike Performance")

3.6 Family of Products "Multi-Underlying"

Set out below the list of Products of the Family of Products "Multi-Underlying", the Reference of the Product of which is mentioned in the table below and will be indicated in the applicable Final Terms in the clause "*Reference of the Product*" :

Reference of the Product	Product
3.6.1	Himalaya & Emerald
3.6.2	Correlation Call
3.6.3	Palladium
3.6.4	Symphony
3.6.5	Polar

Description of how the value of the Warrants can be affected by the value of the Underlying(s)

The Family "MULTI-UNDERLYING" comprises Products which provide exposure to the positive or negative performance of several Underlyings composing the Basket, where the Product Amount(s) is(are) are determined based on the individual performance or level of each Underlying, provided that this individual performance or level can be weighted, leveraged, averaged, locked, floored and/or capped. Composition of the Basket can be altered over time depending on the individual performance or level of the Underlyings. Performances of the Underlyings or Basket or one or several Underlying(s) within a Basket can be weighted, leveraged, averaged, locked, floored and/or capped.

3.6.1 Himalaya & Emerald

If the applicable Final Terms specify that "*Reference of the Product*" is 3.6.1, the following applies:

3.6.1.0 Product Description:

- There is no Structured Amount for this Product
- There is no Event-linked Early Expiration under this Product.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends on the value of a ReferenceFormula considered among the "Himalaya & Emerald Reference Level" Family.
 - o The calculation of the Product Formula depends on is equal to a predetermined value increased, as the case may be, of the ReferenceFormula considered, which may be subject to a cap and / or floor, and / or a leverage factor.

3.6.1.1 Structured Amount: Not applicable

3.6.1.2 Event-linked Early Expiration: Not applicable

3.6.1.3 Final Settlement Price:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP + Max(Floor ; Min(Cap ; Participation x Max(0 ; ReferenceFormula_Final(RVD(T)) – Strike)))

3.6.1.4 Variable Data:

BaseSettlementLevel
Floor
Cap
Participation
Strike

These Variable Data are defined under Condition 5.4 herein.

3.6.1.5 Reference Formula(e):

ReferenceFormula_Final

Among the Reference Formulae defined under Condition 4 below, the ones mainly used for these Products are (but without limitation):

HimalayaLevel, ModifiedHimalayaLevel, EmeraldLevel or ModifiedEmeraldLevel (as defined under Condition 4.20 of the Family of "Himalaya & Emerald ReferenceLevel")

3.6.2 Correlation Call

If the applicable Final Terms specify that "*Reference of the Product*" is 3.6.2, the following applies:

3.6.2.0 Product Description:

- There is no Structured Amount for this Product.
- There is no Event-linked Early Expiration under this Product.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is equal to a predetermined value increased, as the case may be, by the value of the CorrelationLevel, which may be subject to a floor and / or a cap and / or with a leverage factor.

3.6.2.1 Structured Amount: Not applicable

3.6.2.2 Event-linked Early Expiration: Not applicable

3.6.2.3 Final Settlement Price:

Final Settlement Price = Notional Amount × Product Formula(T)

Product Formula(T) = BaseSettlementLevel + Min(Cap ; Max(Floor ; LeverageFactor × CorrelationLevel))

3.6.2.4 Specific Definition(s):

CorrelationLevel = ReferenceFormula_CorrelationFinal – Strike

Where:

ReferenceFormula_CorrelationFinal = $(2/(N \times (N-1))) \times \text{Sum} (k \text{ from } 1 \text{ to } N-1), [\text{Sum}(j \text{ from } k+1 \text{ to } N) \text{ Rho}(j,k)]$

Rho(s,k) = Covariance(s,k)/(Sigma(s) × Sigma(k))

Covariance(s,k) = Sum (i from 1 to T-TimeStep) ((TimeStepLogRestrikeLevel(i,s, TimeStep) - AverageTimeStepLogRestrikeLevel(s)) x (TimeStepLogRestrikeLevel(i,k, TimeStep) - AverageTimeStepLogRestrikeLevel(k)))/(T- TimeStep)

Sigma(k) = (Sum (i from 1 to T-TimeStep) ((TimeStepLogRestrikeLevel(i,k,TimeStep) - AverageTimeStepLogRestrikeLevel(k))^2))/(T- TimeStep))^(1/2)

Sigma(s) = (Sum (i from 1 to T-TimeStep) ((TimeStepLogRestrikeLevel(i,s,TimeStep) - AverageTimeStepLogRestrikeLevel(s))^2))/(T- TimeStep))^(1/2)

TimeStepLogRestrikeLevel(i,k, TimeStep) = LN(S(i+TimeStep,k)/S(i,k))

AverageTimeStepLogRestrikeLevel(k) = Sum (i from 1 to T-TimeStep) TimeStepLogRestrikeLevel(i,k, TimeStep)/(T-TimeStep)

With:

TimeStep means a number used to determine a TimeStepLogRestrikeLevel.

3.6.2.5 Variable Data:

BaseSettlementLevel
Cap
Floor
LeverageFactor
Strike

These Variable Data are defined under Condition 5.4 herein.

3.6.2.6 Reference Formula(e):

Among the Reference Formulae defined under Condition 4 below, the one mainly used for these Products is (but without limitation):

S (as defined under Condition 4.0 of the Definition of S, SI and FxRate)

3.6.3 Palladium

If the applicable Final Terms specify that "*Reference of the Product*" is 3.6.3, the following applies:

3.6.3.0 Product Description:

- There is no Structured Amount for this Product.
- There is no Event-linked Early Expiration under this Product.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is equal to a predetermined value increased, as the case may be, by the value of the PalladiumLevel minus a strike level, which may be subject to a floor and / or a cap and / or with a leverage factor.

3.6.3.1 **Structured Amount:** Not applicable

3.6.3.2 **Event-linked Early Expiration:** Not applicable

3.6.3.3 **Final Settlement Price:**

Final Settlement Price = Notional Amount × Product Formula(T)

Product Formula(T) = BaseSettlementLevel + Min(Cap ; Max(Floor ; LeverageFactor × (PalladiumLevel(RVD(T)) – Strike)))

3.6.3.4 **Specific Definition(s):**

PalladiumLevel(i) = (1/N) × Sum(for k from 1 to N) [Abs(Level(i,k) – (1/N) × Sum(for s from 1 to N) Level(i,s))]

3.6.3.5 **Variable Data:**

BaseSettlementLevel

Cap

Floor

LeverageFactor

Strike

These Variable Data are defined under Condition 5.4 herein.

3.6.3.6 **Reference Formula(e):**

Among the Reference Formulae defined under Condition 4 below, the one mainly used for these Products is (but without limitation):

S (as defined under Condition 4.0 of the Definition of S, SI and FxRate)

3.6.4 **Symphony**

If the applicable Final Terms specify that "*Reference of the Product*" is 3.6.4, the following applies:

3.6.4.0 **Product Description:**

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Structured Amount in respect of this Product is equal to a predetermined value.
- There is no Event-linked Early Expiration under this Product.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is equal to a predetermined value increased, as the case may be, by the Sum of the SymphonyStrikedLevels, which may be subject to a floor and / or a cap and / or with a leverage factor.

3.6.4.1 **Structured Amount:** Applicable

Structured Amount (i) = Notional Amount × Product Formula(i)

Product Formula(i) = Payout(i)

3.6.4.2 **Event-linked Early Expiration:** Not applicable

3.6.4.3 **Final Settlement Price:**

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel + Min(Cap ; Max(Floor1 ; LeverageFactor x Sum (i from 1 to NumberofSymphonyPeriods) SymphonyStrikedLevel(i,SymphonyRank1 , SymphonyRank2, SymphonyRank3 , SymphonyRank4, SymphonyRank5, SymphonyRank6)))

3.6.4.4 **Specific Definition(s):**

Two sets of Valuation Dates are defined: **RVD1(i)** and **RVD2(i)**

SymphonyStrikedLevel is determined according to the following formula:

SymphonyStrikedLevel(i, SymphonyRank1, SymphonyRank2, SymphonyRank3, SymphonyRank4, SymphonyRank5, SymphonyRank6) = Max(Floor_2 ; 0.5 x (SymphonyLevelBasket(RVD1(i), RVD2(i), SymphonyRank1, SymphonyRank2) + SymphonyLevelBasket(RVD1(i), RVD2(i), SymphonyRank5, SymphonyRank6)) - SymphonyLevelBasket(RVD1(i), RVD2(i), SymphonyRank3 , SymphonyRank4) - Strike)

SymphonyLevelBasket(RVD1(i) , RVD2(i), SymphonyRank1, SymphonyRank2) is the Arithmetic Average of the SymphonyIndividualRestrikeLevel(RVD1(i), RVD2(i), k) ranked between SymphonyRank1-th position included and SymphonyRank2-th position included in a descending order.

SymphonyLevelBasket(RVD1(i), RVD2(i), SymphonyRank3, SymphonyRank4) is the Arithmetic Average of the SymphonyIndividualRestrikeLevel(RVD1(i), RVD2(i), k) ranked between SymphonyRank3-th position included and SymphonyRank4-th position included in a descending order.

SymphonyLevelBasket(RVD1(i), RVD2(i), SymphonyRank5, SymphonyRank6) is the Arithmetic Average of the SymphonyIndividualRestrikeLevel(RVD1(i), RVD2(i), k) ranked between SymphonyRank5-th position included and SymphonyRank6-th position included in a descending order.

SymphonyIndividualRestrikeLevel(RVD1(i) , RVD2(i),k) = S(RVD2(i),k)/S(RVD1(i),k)

If Option "Freeze Date" is applicable:

For each k from 1 to N, if on all (i), S(RVD1(i),k) is lower than or equal to Threshold x S(RVD1(0),k), then, for that Underlying (k) and each (t) which follows such (i) then:

For each such Underlying (k) and for each (t) such as RVD1(t) is on [or after] RVD1(i),
SymphonyIndividualRestrikeLevel(RVD1(t),RVD2(t),k) = 1

With:

NumberofSymphonyPeriods means the number of observation periods which are used to determine the Product Formula in respect of a Symphony product.

SymphonyRank[1/2/3/4/5/6] means a rank used to determine a SymphonyLevelBasket.

3.6.4.4.1 **Variable Data:**

Strike

Threshold

Payout

BaseSettlementLevel
Cap
Floor1
LeverageFactor
Floor_2

These Variable Data are defined under Condition 5.4 herein.

NumberOfSymphonyPeriods
SymphonyRank1
SymphonyRank2
SymphonyRank3
SymphonyRank4
SymphonyRank5
SymphonyRank6

These Variable Data are defined under Condition 3.6.4.4 above.

3.6.4.5 Reference Formula(e):

Among the Reference Formulae defined under Condition 4 below, the one mainly used for these Products is (but without limitation):

S (as defined under Condition 4.1 of the Family of "SimpleLevel")

3.6.5 Polar

If the applicable Final Terms specify that "*Reference of the Product*" is 3.6.5, the following applies:

3.6.5.0 Product Description:

- There is no Structured Amount for this Product.
- There is no Event-linked Early Expiration under this Product.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends on the AveragePolarLevel minus a strike level, which may be subject to a floor and / or a cap and / or with a leverage factor.

3.6.5.1 Structured Amount: Not applicable

3.6.5.2 Event-linked Early Expiration: Not applicable

3.6.5.3 Final Settlement Price:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel + Min(Cap ; Max(Floor ; LeverageFactor x (AveragePolarLevel(T,PolarNumber,FrozenLevel)-Strike)))

3.6.5.4 Specific Definition(s):

AveragePolarLevel(T, PolarNumber, FrozenLevel) means the Ratio of:

(a) the Sum of:

(i) $\text{PolarNumber} \times \text{FrozenLevel}$; and

(ii) the Sum for k from 1 to $(N - \text{PolarNumber})$ of $\text{RankedLevel}(T, k)$;

(b) and N

With:

FrozenLevel means a level which serves as reference to freeze the value of certain Underlying(s).

PolarNumber means the number of Underlying(s) which are frozen to the FrozenLevel.

3.6.5.5 Variable Data:

BaseSettlementLevel

Cap

Floor

LeverageFactor

Strike

These Variable Data are defined under Condition 5.4 herein.

PolarNumber

FrozenLevel

These Variable Data are defined under Condition 3.6.5.4 herein.

3.6.5.6 Reference Formula(e):

Among the Reference Formulae defined under Condition 4 below, the one mainly used for these Products is (but without limitation):

RankedLevel (*as defined under Condition 4.2 of the Family of "RankedLevel"*)

3.7 Family of Products "Volatility"

Set out below the list of Products of the Family of Products "Volatility", the Reference of the Product of which is mentioned in the table below and will be indicated in the applicable Final Terms in the clause "Reference of the Product" :

Reference of the Product	Product
3.7.1	Variance Call (Variance European Options)
3.7.2	Variance Put (Variance European Options)
3.7.3	Variance Digital Call (Variance European Options)
3.7.4	Volatility Call (Volatility European Options)
3.7.5	Volatility Put (Volatility European Options)
3.7.6	Volatility Digital Call (Volatility European Options)
3.7.7	Sharpe Ratio
3.7.8	Restrikted Sharpe Ratio
3.7.9	CMS Sharpe Ratio
3.7.10	Restrikted CMS Sharpe Ratio
3.7.11	Call Evolution

Description of how the value of the Warrants can be affected by the value of the Underlying(s)

The Family "VOLATILITY" comprises Products which provide exposure to the positive or negative performance of the historical variance or historical volatility of an Underlying or a Basket or one or several Underlying(s) within a Basket. Variance and volatility are measures of the dispersion of Underlying(s) returns. The Product Amount(s) are determined based on (a) performance or level of the Underlying or Basket or one or several Underlying(s) within a Basket, and / or (b) historical variance or historical volatility of the Underlying or Basket and / or (c) additional parameters (if relevant). Performance or level or historical variance or historical volatility of the Underlying or Basket can be weighted, leveraged, averaged, locked, floored and/or capped.

3.7.1 Variance Call

If the applicable Final Terms specify that "Reference of the Product" is 3.7.1, the following applies:

3.7.1.0 Product Description:

- There is no Structured Amount for this Product.
- There is no Event-linked Early Expiration under this Product.

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends on the realisation of one among two possible scenarios:
 - o If the HistoricalVarianceLevel considered is higher than [or equal to] a Strike, the Product Formula equals a predetermined value increased, as the case may be, by the value of the HistoricalVarianceLevel minus the Strike, which may be subject to a leverage factor.
 - o If the HistoricalVarianceLevel considered is lower than [or equal to] a Strike, the Product Formula equals a predetermined value.

3.7.1.1 **Structured Amount:** Not applicable

3.7.1.2 **Event-linked Early Expiration:** Not applicable

3.7.1.3 **Final Settlement Price:**

Scenario 1:

If on Valuation Date(T), HistoricalVarianceLevel(T, DetrendFactor) is higher than [or equal to] Strike, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_1 + Participation x (HistoricalVarianceLevel(T, DetrendFactor) - FinalStrike)

Scenario 2:

If on Valuation Date(T), HistoricalVarianceLevel(T, DetrendFactor) is lower than [or equal to] Strike, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_2

3.7.1.4 **Variable Data:**

BaseSettlementLevel_1
BaseSettlementLevel_2
Strike
FinalStrike

These Variable Data are defined under Condition 5.4 herein.

3.7.1.5 **Reference Formula(e):**

HistoricalVarianceLevel is defined under Condition 4.23 below of the Family of "VolatilityLevel".

3.7.2 Variance Put

If the applicable Final Terms specify that "*Reference of the Product*" is 3.7.2, the following applies:

3.7.2.0 **Product Description:**

- There is no Structured Amount for this Product.
- There is no Event-linked Early Expiration under this Product.

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends on the realisation of one among two possible scenarios:
 - o If the HistoricalVarianceLevel considered is lower than [or equal to] a Strike, the Product Formula equals a predetermined value increased, as the case may be, by the Strike minus the value of the HistoricalVarianceLevel, which may be subject to a floor and/or with a leverage factor.
 - o If the HistoricalVarianceLevel considered is higher than [or equal to] a Strike, the Product Formula equals a predetermined value.

3.7.2.1 **Structured Amount:** Not applicable

3.7.2.2 **Event-linked Early Expiration:** Not applicable

3.7.2.3 **Final Settlement Price:**

Scenario 1:

If on Valuation Date(T), HistoricalVarianceLevel(T, DetrendFactor) is lower than [or equal to] Strike, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_1 + Participation x (FinalStrike - HistoricalVarianceLevel(T, DetrendFactor))

Scenario 2:

If on Valuation Date(T), HistoricalVarianceLevel(T, DetrendFactor) is higher than [or equal to] Strike, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_2

3.7.2.4 **Variable Data:**

BaseSettlementLevel_1
BaseSettlementLevel_2
DetrendFactor
Participation
Strike
FinalStrike

These Variable Data are defined under Condition 5.4 herein.

3.7.2.5 **Reference Formula(e):**

HistoricalVarianceLevel is defined under Condition 4.23 below of the Family of "VolatilityLevel".

3.7.3 **Variance Digital Call**

If the applicable Final Terms specify that "Reference of the Product" is 3.7.3, the following applies:

3.7.3.0 **Product Description:**

- There is no Structured Amount for this Product
- There is no Event-linked Early Expiration under this Product.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends on the realisation of one among two possible scenarios:
- If the HistoricalVarianceLevel is higher than [or equal to] a Barrier, the Product Formula equals a predetermined value.
 - o If the HistoricalVarianceLevel is lower than [or equal to] a Barrier, the Product Formula equals a predetermined value.

3.7.3.1 **Structured Amount:** Not applicable

3.7.3.2 **Event-linked Early Expiration:** Not applicable

3.7.3.3 **Final Settlement Price:**

Scenario 1:

If on Valuation Date(T), HistoricalVarianceLevel(T, DetrendFactor) is higher than [or equal to] Barrier, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_1

Scenario 2:

If on Valuation Date(T), HistoricalVarianceLevel(T, DetrendFactor) is lower than [or equal to] Barrier, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_2

3.7.3.4 **Variable Data:**

Barrier

BaseSettlementLevel_FSP_1

BaseSettlementLevel_FSP_2

DetrendFactor

These Variable Data are defined under Condition 5.4 herein.

3.7.3.5 **Reference Formula(e):**

HistoricalVarianceLevel is defined under Condition 4.23 below of the Family of "VolatilityLevel"

3.7.4 Volatility Call

If the applicable Final Terms specify that "Reference of the Product" is 3.7.4, the following applies:

3.7.4.0 Product Description:

- There is no Structured Amount for this Product
- There is no Event-linked Early Expiration under this Product.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends on the realisation of one among two possible scenarios:
 - o If the ReferenceFormula_VolatilityFinal considered is higher than [or equal to] a Strike, the Product Formula equals a predetermined value increased, as the case may be, by the value of the ReferenceFormula_VolatilityFinal minus the Strike, which may be subject to a leverage factor.
 - o If the ReferenceFormula_VolatilityFinal considered is lower than [or equal to] a Strike, the Product Formula equals a predetermined value.

3.7.4.1 **Structured Amount:** Not applicable

3.7.4.2 **Event-linked Early Expiration:** Not applicable

3.7.4.3 Final Settlement Price:

Scenario 1:

If on Valuation Date(T), ReferenceFormula_VolatilityFinal(RVD(T)) is higher than [or equal to] Strike, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel + Participation x (ReferenceFormula_VolatilityFinal(RVD(T)) – FinalStrike)

Scenario 2:

If on Valuation Date(T), ReferenceFormula_VolatilityFinal(RVD(T)) is lower than [or equal to] Strike, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel

3.7.4.4 Variable Data:

BaseSettlementLevel

Participation

Strike

FinalStrike

These Variable Data are defined under Condition 5.4 herein.

3.7.4.5 Reference Formula(e):

ReferenceFormula_VolatilityFinal

Among the Reference Formulae defined under Condition 4 below, the ones used for these Products are: *HistoricalVolatilityLevel* and *RestrikeHistoricalVolatilityLevel* (as defined under Condition 4.23 of the Family of "VolatilityLevel")

3.7.5 Volatility Put

If the applicable Final Terms specify that "Reference of the Product" is 3.7.5, the following applies:

3.7.5.0 Product Description:

- There is no Structured Amount for this Product
- There is no Event-linked Early Expiration under this Product.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends on the realisation of one among two possible scenarios:
 - o If the Volatility ReferenceFormula considered is lower than [or equal to] a Strike, the Product Formula equals a predetermined value increased, as the case may be, by the Strike minus the value of the Volatility ReferenceFormula, which may be subject to a leverage factor.
 - o If the Volatility ReferenceFormula considered is higher than [or equal to] a Strike, the Product Formula equals a predetermined value.

3.7.5.1 **Structured Amount:** Not applicable

3.7.5.2 **Event-linked Early Expiration:** Not applicable

3.7.5.3 **Final Settlement Price:**

Scenario 1:

If on Valuation Date(T), ReferenceFormula_VolatilityFinal(RVD(T)) is lower than [or equal to] Strike, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel + Participation x (FinalStrike - ReferenceFormula_VolatilityFinal(RVD(T)))

Scenario 2:

If on Valuation Date(T), ReferenceFormula_VolatilityFinal(RVD(T)) is higher than [or equal to] Strike, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel

3.7.5.4 **Variable Data:**

Participation
Strike

FinalStrike

These Variable Data are defined under Condition 5.4 herein.

3.7.5.5 Reference Formula(e):

ReferenceFormula_VolatilityFinal

Among the Reference Formulae defined under Condition 4 below, the ones used for these Products are: *HistoricalVolatilityLevel* and *RestrikeHistoricalVolatilityLevel* (as defined under Condition 4.23 of the Family of "VolatilityLevel")

3.7.6 Volatility Digital Call

If the applicable Final Terms specify that "Reference of the Product" is 3.7.6, the following applies:

3.7.6.0 Product Description:

- There is no Structured Amount for this Product.
- There is no Event-linked Early Expiration under this Product.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is equal to a predetermined value which depends on the HistoricalVolatilityLevel.

3.7.6.1 **Structured Amount:** Not applicable

3.7.6.2 **Event-linked Early Expiration:** Not applicable

3.7.6.3 Final Settlement Price:

Scenario 1:

If on Valuation Date(T), HistoricalVolatilityLevel(i, DetrendFactor, AnnualObservationNumber) is higher than [or equal to] Barrier, then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_1 + Payout

Scenario 2:

If on Valuation Date(T), HistoricalVolatilityLevel(i, DetrendFactor, AnnualObservationNumber) is lower than [or equal to] Barrier then:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_2

3.7.6.4 Variable Data:

Barrier

BaseSettlementLevel_FSP_1

BaseSettlementLevel_FSP_2

DetrendFactor

AnnualObservationNumber
Payout

These Variable Data are defined under Condition 5.4 herein.

3.7.6.5 Reference Formula(e):

HistoricalVolatilityLevel is defined under Condition 4.23 below of the Family of "VolatilityLevel"

3.7.7 Sharpe Ratio

If the applicable Final Terms specify that "Reference of the Product" is 3.7.7, the following applies:

3.7.7.0 Product Description:

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Structured Amount in respect of this Product is equal to the value of the Sharpe Ratio considered and applied to the Underlying(s) which may be subject to a floor and / or a cap and / or with a leverage factor.
- There is no Event-linked Early Expiration under this Product.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is equal to a predetermined value.

3.7.7.1 Structured Amount: Applicable

Structured Amount (i) = Notional Amount × Product Formula(i)

Product Formula(i) = Max(Floor(i) ; Min(Cap(i) ; Participation(i) x SharpeRatio(i)))

3.7.7.2 Event-linked Early Expiration: Not applicable

3.7.7.3 Final Settlement Price:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel

3.7.7.4 Specific Definition(s):

SharpeRatio(i) = Max(0 ; ReferenceFormula_Payout(RVD(i)) –
ReferenceFormula_StrikePayout(RVD(i))) / Max(VolFloor ; ReferenceFormula_VolatilityPayout(RVD(i)))

With:

VolFloor means the minimum percentage that can be reached by the realized volatility of the element to which it is applied.

3.7.7.5 Variable Data:

Floor
Cap
Participation
BaseSettlementLevel

These Variable Data are defined under Condition 5.4 herein.

VolFloor

This Variable Data is defined under Condition 3.7.7.4 herein.

3.7.7.6 **Reference Formula(e):**

ReferenceFormula_Payout

ReferenceFormula_StrikePayout

ReferenceFormula_VolatilityPayout

Among the Reference Formulae defined under Condition 4 below, the ones mainly used for these Products are (but without limitation):

Level (as defined under Condition 4.1 of the Family of "SimpleLevel")

HistoricalVolatilityLevel (as defined under Condition 4.23 of the Family of "VolatilityLevel")

CapiReferenceLevel (as defined under Condition 4.25 of the Family of "ReferenceFixings")

3.7.8 **Restrikted Sharpe Ratio**

If the applicable Final Terms specify that "*Reference of the Product*" is 3.7.8, the following applies:

3.7.8.0 **Product Description:**

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Structured Amount in respect of this Product is equal to the value of the Restrikted Sharpe Ratio considered and applied to the Underlying(s) which may be subject to a floor and / or a cap and / or with a leverage factor.
- There is no Event-linked Early Expiration under this Product.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is equal to a predetermined value.

3.7.8.1 **Structured Amount:** Applicable

Structured Amount(i) = Notional Amount × Product Formula(i)

Product Formula(i) = Max(Floor(i) ; Min(Cap(i) ; Participation(i) × RestriktedSharpeRatio(i)))

3.7.8.2 **Event-linked Early Expiration:** Not applicable

3.7.8.3 **Final Settlement Price:**

Final Settlement Price = Notional Amount × Product Formula(T)

Product Formula(T) = BaseSettlementLevel

3.7.8.4 **Specific Definition(s):**

RestriktedSharpeRatio(i) = $\text{Max}(0 ; \text{ReferenceFormula_Payout}(\text{RVD}(i)) / \text{ReferenceFormula_Payout}(\text{RVD}(i-1)) - \text{ReferenceFormula_StrikePayout}(\text{RVD}(i)) / \text{ReferenceFormula_StrikePayout}(\text{RVD}(i-1))) / \text{Max}(\text{VolFloor} ; \text{ReferenceFormula_VolatilityPayout}(\text{RVD}(i)))$

With:

VolFloor means the minimum percentage that can be reached by the realized volatility of the element to which it is applied.

3.7.8.5 Variable Data:

Floor
Cap
Participation
BaseSettlementLevel

These Variable Data are defined under Condition 5.4 herein.

VolFloor
ThisVariable Data is defined under Condition 3.7.8.4 herein.

3.7.8.6 Reference Formula(e):

ReferenceFormula_Payout
ReferenceFormula_StrikePayout
ReferenceFormula_VolatilityPayout

Among the Reference Formulae defined under Condition 4 below, the ones mainly used for these Products are (but without limitation):

RestrikeHistoricalVolatilityLevel (as defined under Condition 4.23 of the Family of "VolatilityLevel")
CapiReferenceLevel (as defined under Condition 4.25 of the Family of "ReferenceFixings")

3.7.9 CMS Sharpe Ratio

If the applicable Final Terms specify that "Reference of the Product" is 3.7.9, the following applies:

3.7.9.0 Product Description:

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Structured Amount in respect of this Product depends on the values of a Rate ReferenceFormula and of the Sharpe Ratio considered.
- There is no Event-linked Early Expiration under this Product.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is equal to a predetermined value.

3.7.9.1 Structured Amount: Applicable

Structured Amount (i) = Notional Amount × Product Formula(i)

Product Formula(i) = $\text{Max}(\text{Floor}(i) ; \text{Min}(\text{Cap}(i) ; \text{ReferenceFormula_RateCMS}(\text{RVD}(i)) + \text{SpreadCMS}(\text{RVD}(i)))) \times \text{Participation}(i) \times \text{SharpeRatio}(i)$

With:

SpreadCMS means the spread, expressed in percentage, to be added to the ReferenceFormula_RateCMS.

3.7.9.2 Event-linked Early Expiration: Not applicable

3.7.9.3 Final Settlement Price:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel

3.7.9.4 Specific Definition(s):

SharpeRatio(i) = $\text{Max}(0 ; \text{ReferenceFormula_Payout}(\text{RVD}(i)) - \text{ReferenceFormula_StrikePayout}(\text{RVD}(i))) / \text{Max}(\text{VolFloor} ; \text{ReferenceFormula_VolatilityPayout}(\text{RVD}(i)))$

With:

VolFloor means the minimum percentage that can be reached by the realized volatility of the element to which it is applied.

3.7.9.5 Variable Data:

Floor

Cap

Participation

BaseSettlementLevel

These Variable Data are defined under Condition 5.4 herein.

SpreadCMS

This Variable Data is defined under Condition 3.7.9.1 herein.

VolFloor

This Variable Data is defined under Condition 3.7.9.4 herein.

3.7.9.6 Reference Formula(e):

ReferenceFormula_RateCMS

ReferenceFormula_Payout

ReferenceFormula_StrikePayout

ReferenceFormula_VolatilityPayout

Among the Reference Formulae defined under Condition 4 below, the ones mainly used for these Products are (but without limitation):

Level (as defined under Condition 4.1 of the Family of "SimpleLevel")

HistoricalVolatilityLevel (as defined under Condition 4.23 of the Family of "VolatilityLevel")

CapiReferenceLevel (as defined under Condition 4.25 of the Family of "ReferenceFixings")

3.7.10 Restrikted CMS Sharpe Ratio

If the applicable Final Terms specify that "*Reference of the Product*" is 3.7.10, the following applies:

3.7.10.0 Product Description:

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Structured Amount in respect of this Product depends on the values of a Rate ReferenceFormula and of the Restrikted Sharpe Ratio considered.
- There is no Event-linked Early Expiration under this Product.

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is equal to a predetermined value.

3.7.10.1 Structured Amount: Applicable

Structured Amount (i) = Notional Amount × Product Formula(i)

Product Formula(i) = $\text{Max}(\text{Floor}(i) ; \text{Min}(\text{Cap}(i) ; \text{ReferenceFormula_RateCMS}(\text{RVD}(i)) + \text{SpreadCMS}(\text{RVD}(i)))) \times \text{Participation}(i) \times \text{RestriktedSharpeRatio}(i)$

With:

SpreadCMS means the spread, expressed in percentage, to be added to the ReferenceFormula_RateCMS.

3.7.10.2 Event-linked Early Expiration: Not applicable

3.7.10.3 Final Settlement Price:

Final Settlement Price = Notional Amount × Product Formula(T)

Product Formula(T) = BaseSettlementLevel

3.7.10.4 Specific Definition(s):

RestriktedSharpeRatio(i) = $\text{Max}(0 ; \text{ReferenceFormula_Payout}(\text{RVD}(i)) / \text{ReferenceFormula_Payout}(\text{RVD}(i-1)) - \text{ReferenceFormula_StrikePayout}(\text{RVD}(i)) / \text{ReferenceFormula_StrikePayout}(\text{RVD}(i-1))) / \text{Max}(\text{VolFloor} ; \text{ReferenceFormula_VolatilityPayout}(\text{RVD}(i)))$

With:

VolFloor means the minimum percentage that can be reached by the realized volatility of the element to which it is applied.

3.7.10.5 Variable Data:

Floor

Cap

Participation

BaseSettlementLevel

These Variable Data are defined under Condition 5.4 herein.

VolFloor

This Variable Data is defined under Condition 3.7.10.4 herein.

SpreadCMS

This Variable Data is defined under Condition 3.7.10.1 herein.

3.7.10.6 Reference Formula(e):

ReferenceFormula_RateCMS
ReferenceFormula_Payout
ReferenceFormula_StrikePayout
ReferenceFormula_VolatilityPayout

Among the Reference Formulae defined under Condition 4 below, the ones mainly used for these Products are (but without limitation):

Level (as defined under Condition 4.1 of the Family of "SimpleLevel")

HistoricalVolatilityLevel (as defined under Condition 4.23 of the Family of "VolatilityLevel")

CapiReferenceLevel (as defined under Condition 4.25 of the Family of "ReferenceFixings")

3.7.11 Call Evolution

If the applicable Final Terms specify that "Reference of the Product" is 3.7.11, the following applies:

3.7.11.0 Product Description:

- There is no Structured Amount for this Product.
- There is no Event-linked Early Expiration under this Product.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is equal to the value of the ReferenceFormula considered and applied to the Underlying(s) which may be subject to a volatility fee (the "VolFeeLeverage").

3.7.11.1 Structured Amount: Not applicable

3.7.11.2 Event-linked Early Expiration: Not applicable

3.7.11.3 Final Settlement Price:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel + Max(Floor ; Min(Cap ; Participation x Max(0 ; Leverage x ReferenceFormula_Final(RVD(T)) x POW((1 - VolFeeLeverage x ReferenceFormula_VolatilityFinal(RVD(T))) ; Nbyears) - Strike - (Leverage - 1) x ReferenceFormula_FinalStrike(RVD(T))))

With:

VolFeeLeverage means the multiplicative factor applied to the ReferenceFormula_VolatilityFinal, in order to deduce, if any, the fees linked to realized volatility

And:

Nbyears means the number of years of observation of the Underlying to which it is applied. For the avoidance of doubt, Nbyears may not be an integer.

3.7.11.4 Variable Data:

BaseSettlementLevel

Floor
Cap
Participation
Leverage
Strike

These Variable Data are defined under Condition 5.4 herein.

VolFeeLeverage
Nbyears

These Variable Data are defined under Condition 3.7.11.3 herein.

3.7.11.5 Reference Formula(e):

ReferenceFormula_Final
ReferenceFormula_VolatilityFinal
ReferenceFormula_FinalStrike
Among the Reference Formulae defined under Condition 4 below, the ones mainly used for these Products are (but without limitation):
Level (as defined under Condition 4.1 of the Family of "SimpleLevel")
HistoricalVolatilityLevel (as defined under Condition 4.23 of the Family of "VolatilityLevel")
CapiReferenceLevel (as defined under Condition 4.25 of the Family of "ReferenceFixings")

3.8 Family of Products "Systematic Strategy"

Set out below the list of Products of the Family of Products "Systematic Strategy", the Reference of the Product of which is mentioned in the table below and will be indicated in the applicable Final Terms in the clause "*Reference of the Product*":

Reference of the Product	Product
3.8.1	Constant Leverage
3.8.2	CPPI
3.8.3	Astaris
3.8.4	Target Volatility

Description of how the value of the Warrants can be affected by the value of the Underlying(s)

The Family "SYSTEMATIC STRATEGY" comprises Products which provide exposure to the positive performance of a Dynamic Basket made up of a risky component (**RiskyComponent**), a safe component (**SafeComponent**), and when leveraged is used, a leverage component (**LeverageComponent**). The Dynamic Basket level is determined by iteration depending on the exposure to the RiskyComponent, SafeComponent and LeverageComponent (if relevant) and their respective levels. The exposure to the RiskyComponent, SafeComponent and LeverageComponent (if relevant) is determined in the Product Formula and as an illustration can be determined in accordance with a constant proportion portfolio insurance or target volatility mechanisms. The Dynamic Basket Level can be weighted, leveraged, averaged, locked, floored and/or capped.

3.8.0 Generic definitions, Variable Data and Reference Formula(e)

3.8.0.1 Definition of DynamicBasketLevel ("DBL")

DBL(i) means in respect of any Valuation Date(i) (i from 1 to T), the level of a dynamic basket comprising the RiskyComponent, SafeComponent and, if leverage is used, a LeverageComponent, (the **Dynamic Basket**) determined by the Calculation Agent as follows:

$$\text{DBL}(i) = \text{Max}[0 ; \text{DBL}(i-1) \times (\text{Exposure}(i-1-\text{DBLag}) \times \text{RCL}(i) \times (1 - \text{EC} \times \text{Act}(i-1, i) / 360) + \text{Max}((1 - \text{Exposure}(i-1-\text{DBLag})) ; 0) \times \text{SCL}(i) - \text{Max}(\text{Exposure}(i-1-\text{DBLag}) - 1 ; 0) \times \text{LCL}(i)) \times (1 - \text{FC} \times \text{Act}(i-1, i) / 360)]$$

With:

$$\text{DBL}(0) = 100$$

RCL(i) means in respect of Valuation Date(i), RiskyComponentLevel(i);

SCL(i) means in respect of Valuation Date(i), SafeComponentLevel(i);

LCL(i) means in respect of Valuation Date(i), LeverageComponentLevel(i);

EC means the fees and costs charged to the RiskyComponentLevel;

FC means the fees and costs charged to the DynamicBasketLevel; and

DBLag means a number of Business Days, calendar days, calendar weeks or months used to take into account, if any, the dealing conditions of the Underlying(s)

3.8.0.2 Definitions of Components

RiskyComponentLevel:

RiskyComponentLevel(i) means in respect of any Valuation Date(i) (i from 0 to T), RiskyComponentLevel_Formula(i).

SafeComponentLevel:

SafeComponentLevel(i) means in respect of any Valuation Date(i) (i from 0 to T), the value of the SafeComponent, determined by the Calculation Agent as follows :

- If no Underlying is specified in respect of the SafeComponent in the applicable Final Terms then:

$$\text{SCL}(i) = \text{SCL}(i-1) \times [1 + (\text{FloatingRateSC}(i-1) + \text{SpreadSC}(i-1)) \times \text{Act}(i-1, i) / 360]$$

and,

$$\text{SCL}(0) = 100$$

- Otherwise, SafeComponentLevel_Formula(i).

FloatingRateSC means the relevant floating part of the SafeComponent rate of return, specified in the applicable Final Terms

SpreadSC means the relevant spread part of the SafeComponent, specified in the applicable Final Terms

LeverageComponentLevel:

LeverageComponentLevel(i) means in respect of any Valuation Date(i) (i from 0 to T), the value of the LeverageComponent, determined by the Calculation Agent as follows :

$$\text{LCL}(i) = \text{LCL}(i-1) \times [1 + (\text{FloatingRateLC}(i-1) + \text{SpreadLC}(i-1)) \times \text{Act}(i-1, i) / 360]$$

and,

$$\text{LCL}(0) = 100$$

FloatingRateLC means the relevant floating part of the LeverageComponent rate of return, specified in the applicable Final Terms

SpreadLC means the relevant spread part of the LeverageComponent, specified in the applicable Final Terms

Exposure:

Exposure(i) means in respect of Valuation Date(i) (i from 0 to T), the exposure of the Dynamic Basket to the RiskyComponent as defined in respect of each Product of this Family.

3.8.0.3 Variable Data:

Lag
EC
FC
FloatingRateSC
FloatingRateLC
SpreadSC
SpreadLC

These Variable Data are defined under Condition 5.4 herein.

3.8.0.4 Reference Formula(e):

RiskyComponentLevel_Formula
SafeComponentLevel_Formula

Among the Reference Formulae defined under Condition 4 below, the ones mainly used for these Products are (but without limitation):

RestrikeLevel or BasketRestrikeLevel (as defined under Condition 4.17 of the Family of "RestrikePerformance").

3.8.1 Constant Leverage

If the applicable Final Terms specify that "*Reference of the Product*" is 3.8.1, the following applies:

3.8.1.0 Product Description:

- There is no Structured Amount for this Product
- There is no Event-linked Early Expiration under this Product.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends upon the value of the ReferenceFormula according to which a leverage strategy is applied.

3.8.1.1 Structured Amount: Not applicable

3.8.1.2 Event-linked Early Expiration: Not applicable

3.8.1.3 Final Settlement Price:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel + Max(Floor ; Min(Cap ; Participation x Max(0 ; Leverage x (ReferenceFormula_Final(RVD(T)) - Strike))))

3.8.1.4 Specific Definition(s):

Exposure(i) = Gearing(i)

Gearing(i) means, in respect of any Valuation Date(i), the gearing factor to be applied to the RiskyComponent to provide leverage, if any.

3.8.1.5 Variable Data:

BaseSettlementLevel

Floor

Cap

Participation

Leverage

Strike

These Variable Data are defined under Condition 5.4 herein.

Gearing(i)

This Variable Data is defined under Condition 3.8.1.4 herein.

3.8.1.6 Reference Formula(e):

The applicable Final Terms shall indicate the Reference Formula(e) applicable to the Product selected amongst the Reference Formula(e) mentioned in Condition 3.8.0.4 above.

ReferenceFormula_Final

Among the Reference Formulae defined under Condition 4 below, the ones mainly used for these Products are (but without limitation):

Level() (as defined under Condition 4.1 of the Family of "SimpleLevel")*

MaxTimeLevel() or AverageTimeLevel(*) (as defined under Condition 4.9 of the Family of "TimeLevel")*

() Where:*

Level(T) means (DBL(T) / DBL(0)) for the purpose of determining any Reference Level in respect of this Product.

3.8.2 CPPI

If the applicable Final Terms specify that "*Reference of the Product*" is 3.8.2, the following applies:

3.8.2.0 Product Description:

- There is no Structured Amount for this Product
- There is no Event-linked Early Expiration under this Product.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends upon the value of the ReferenceFormula considered to which a CPPI strategy is applied.

3.8.2.1 **Structured Amount:** Not applicable

3.8.2.2 **Event-linked Early Expiration:** Not applicable

3.8.2.3 **Final Settlement Price:**

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel + Max(Floor ; Min(Cap ; Participation x Max(0 ; Leverage x (ReferenceFormula_Final(RVD(T)) - Strike))))

3.8.2.4 **Specific Definition(s):**

Exposure(i) = Min(MaximumExposure ; Gearing(i) x (DBL(i) – RL(i)) / DBL(i))

Where:

RL(i) = Max(GuaranteeLevel ; RatchetLevel(i) x (ReferenceFormula_Guarantee(i))) x ZCBL(i) x exp(SpreadRL(i) x Act(i,T) / 365).

And:

RL(i) means, in respect of any Valuation Date(i), the reference line used to determine the exposure of the Dynamic Basket to the RiskyComponent;

MaximumExposure means the maximum percentage exposure of the Dynamic Basket to the Risky Component;

Gearing(i) means, in respect of any Valuation Date(i), the gearing factor used to determine the exposure to the RiskyComponent;

GuaranteeLevel means the minimum level of the reference line as of the last Valuation Date;

RatchetLevel(i) means in respect of any Valuation Date(i), a percentage applied to ReferenceFormula_Guarantee(i);

ZCBL(i) means, in respect of any Valuation Date(i) (i from 0 to T), the percentage level of a notional unsubordinated and unsecured zero-coupon bond, denominated in the Settlement Currency (or in any other currency as specified in the applicable Final Terms), issued by Société Générale or any of its affiliates, guaranteed by Société Générale and which matures at par (100% of the zero-coupon bond denomination) on Valuation Date(T) (or any other date as specified in the applicable Final Terms); and

SpreadRL(i) means, in respect of any Valuation Date(i), a spread to be added to the zero-coupon rate.

3.8.2.5 **Variable Data:**

BaseSettlementLevel

Floor

Cap

Participation

Leverage

Strike

These Variable Data are defined under Condition 5.4 herein.

MaximumExposure
Gearing
GuaranteeLevel
RatchetLevel
SpreadRL

These Variable Data are defined under Condition 3.8.2.4 herein.

3.8.2.6 Reference Formula(e):

The applicable Final Terms shall indicate the Reference Formula(e) applicable to the Product selected amongst the Reference Formula(e) mentioned in Condition 3.8.0.4 above.

ReferenceFormula_Final

ReferenceFormula_Guarantee

Among the Reference Formulae defined under Condition 4 below, the ones mainly used for these Products are (but without limitation):

Level() (as defined under Condition 4.1 of the Family of "SimpleLevel")*

MaxTimeLevel() or AverageTimeLevel(*) (as defined under Condition 4.9 of the Family of "TimeLevel")*

() Where:*

Level(T) means $(DBL(T) / DBL(0))$ for the purpose of determining any Reference Level in respect of this Product.

3.8.3 Astaris

If the applicable Final Terms specify that "*Reference of the Product*" is 3.8.3, the following applies:

3.8.3.0 Product Description:

- There is no Structured Amount for this Product.
- There is no Event-linked Early Expiration under this Product.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends upon the value of the ReferenceFormula considered to which an Astaris strategy is applied.

3.8.3.1 Structured Amount: Not applicable

3.8.3.2 Event-linked Early Expiration: Not applicable

3.8.3.3 Final Settlement Price:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel + Max(Floor ; Min(Cap ; Participation x Max(0 ; Leverage x (ReferenceFormula_Final(RVD(T)) - Strike))))

3.8.3.4 Specific Definition(s):

Exposure(i) = Max(MinimumExposure ; Min(MaximumExposure ; Gearing(i) x $(DBL(i) - RL(i)) / 100$))

Where:

$RL(i) = \text{Max}(\text{GuaranteeLevel} ; \text{RatchetLevel}(i) \times (\text{ReferenceFormula_Guarantee}(i))) \times (RL(0) + \text{Slope} \times \text{Act}(0,i) / 365.25)$

And:

RL(i) means, in respect of any Valuation Date(i), the reference line used to determine the exposure of the Dynamic Basket to the RiskyComponent. RL(0) is specified in the applicable Final Terms;

MinimumExposure means the minimum percentage exposure of the Dynamic Basket to the RiskyComponent;

MaximumExposure means the maximum percentage exposure of the Dynamic Basket to the RiskyComponent;

Gearing(i) means, in respect of any Valuation Date(i), the gearing factor used to determine the exposure to the RiskyComponent;

GuaranteeLevel means the minimum level of the reference line as of the last Valuation Date;

RatchetLevel(i) means in respect of any Valuation Date(i), a percentage applied to ReferenceFormula_Guarantee(i);

Slope means the slope used to determine the value of the reference line over time; and

Act(0,i) (i from 1 to T) means the number of calendar days between Valuation Date(0) (included) and Valuation Date(i) (excluded).

3.8.3.5 Variable Data:

BaseSettlementLevel
Floor
Cap
Participation
Leverage
Strike

These Variable Data are defined under Condition 5.4 herein.

MinimumExposure
MaximumExposure
Gearing
GuaranteeLevel
RatchetLevel
RL(0)
Slope

These Variable Data are defined under Condition 3.8.3.4 herein.

3.8.3.6 Reference Formula(e):

The applicable Final Terms shall indicate the Reference Formula(e) applicable to the Product selected amongst the Reference Formula(e) mentioned in Condition 3.8.0.4 above.

ReferenceFormula_Final

ReferenceFormula_Guarantee

Among the Reference Formulae defined under Condition 4 below, the ones mainly used for these Products are (but without limitation):

Level(*) (as defined under Condition 4.1 of the Family of "SimpleLevel")

MaxTimeLevel(*) or AverageTimeLevel(*) (as defined under Condition 4.9 of the Family of "TimeLevel")

(*)Where:

Level(T) means $(DBL(T) / DBL(0))$ for the purpose of determining any Reference Level in respect of this Product.

3.8.4 Target Volatility

If the applicable Final Terms specify that "Reference of the Product" is 3.8.4, the following applies:

3.8.4.0 Product Description:

- There is no Structured Amount for this Product.
- There is no Event-linked Early Expiration under this Product.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends upon the value of the ReferenceFormula considered to which a Target Volatility strategy is applied.

3.8.4.1 **Structured Amount:** Not applicable

3.8.4.2 **Event-linked Early Expiration:** Not applicable

3.8.4.3 Final Settlement Price:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel + Max(Floor ; Min(Cap ; Participation x Max(0 ; Leverage x ReferenceFormula_Final(RVD(T)) - Strike)))

3.8.4.4 Specific Definition(s):

Exposure(i) = $\text{Max}(\text{MinimumExposure}(i) ; \text{Min}(\text{MaximumExposure}(i) ; \text{TargetVolatility}(i) / \text{ReferenceFormula_HistoricalVolatility}(i)))$

With:

MinimumExposure(i) means, in respect of Valuation Date(i), the minimum percentage exposure of the Dynamic Basket to the Risky Component;

MaximumExposure(i) means, in respect of Valuation Date(i), the maximum percentage exposure of the Dynamic Basket to the Risky Component; and

TargetVolatility(i) means, in respect of Valuation Date(i), the maximum volatility expressed in percentage.

3.8.4.5 Variable Data:

BaseSettlementLevel

Floor

Cap

Participation

Leverage

Strike

These Variable Data are defined under Condition 5.4 herein.

MinimumExposure
MaximumExposure
TargetVolatility

These Variable Data are defined under Condition 3.8.4.4 herein.

3.8.4.6 Reference Formula(e):

The applicable Final Terms shall indicate the Reference Formula(e) applicable to the Product selected amongst the Reference Formula(e) mentioned in Condition 3.8.0.4 above.

ReferenceFormula_Final
ReferenceFormula_HistoricalVolatility

Among the Reference Formulae defined under Condition 4 below, the ones mainly used for these Products are (but without limitation):

Level() (as defined under Condition 4.1 of the Family of "SimpleLevel")*

MaxTimeLevel() or AverageTimeLevel(*) (as defined under Condition 4.9 of the Family of "TimeLevel")*

HistoricalVolatilityLevel or RestrikeHistoricalVolatilityLevel (as defined under Condition 4.23 of the Family of "VolatilityLevel")

(*) Where:

Level(T) means $(DBL(T) / DBL(0))$ for the purpose of determining any Reference Level in respect of this Product.

3.9 Family of Products "Rate"

Set out below the list of Products of the Family of Products "Rate", the Reference of the Product of which is mentioned in the table below and will be indicated in the applicable Final Terms in the clause "Reference of the Product".

Reference of the Product	Product
3.9.1	Structured Floating Rate Warrant
3.9.2	Corridor
3.9.3	Ratchet Corridor

Description of how the value of the Warrants can be affected by the value of the Underlying(s)

The Family "RATE" comprises Products commonly used to provide exposure to Reference Rate or Inflation Index, provided that other Family of Products may be indexed to Reference Rate or Inflation Index.

3.9.0 Generic descriptions for Rate Products

3.9.0.1 Upper Bound Trigger Event

a) Description:

Upper Bound Trigger Event is deemed to have occurred, as determined by the Calculation Agent, if on a Valuation Date(i), ReferenceFormula_Autocall(i) is higher than [or equal to] AutocallBarrierUpperBound(i).

b) Variable Data:

AutocallBarrierUpperBound

The Variable Data is defined under Condition 5.4 herein.

c) Reference Formula(e):

ReferenceFormula_Autocall

3.9.0.2 Lower Bound Trigger Event

a) Description:

Lower Bound Trigger Event is deemed to have occurred, as determined by the Calculation Agent, if on a Valuation Date(i), ReferenceFormula_Autocall(i) is lower than [or equal to] AutocallBarrierLowerBound(i).

b) Variable Data:

AutocallBarrierLowerBound

The Variable Data is defined under Condition 5.4 herein.

c) Reference Formula(e):

ReferenceFormula_Autocall

3.9.0.3 Target Event

a) Description:

Target Event is deemed to have occurred, as determined by the Calculation Agent, if on a Valuation Date(i), SumPayoutsPaid(i) is higher than [or equal to] TargetAmount(i).

b) Variable Data:

TargetAmount

The Variable Data is defined under Condition 5.4 herein.

c) Reference Formula(e): Not applicable

d) Specific Definition(s):

SumPayoutsPaid(i) = SumPayoutsPaid(i-1) + Structured Amount(i)

With:

SumPayoutsPaid(0) = 0 (zero)

3.9.0.4 Event-linked Early Expirations

Set out below a list of different Options relating to the Family of Products "Rate". The clause "*Reference of the Product*" of the applicable Final Terms shall indicate the Option applicable to the Product selected amongst the Options described below, to determine the Early Settlement Price.

OPTION 1: Upper Bound Trigger Event for Event-linked Early Expiration

If on a Valuation Date(i), an Upper Bound Trigger Event has [not] occurred, then:

Early Settlement Price(i) = Notional Amount × Product Formula(i)

Product Formula(i) = BaseSettlementLevel_ESP(i)

OPTION 2: Lower Bound Trigger Event for Event-linked Early Expiration

If on a Valuation Date(i), a Lower Bound Trigger Event has [not] occurred, then:

Early Settlement Price(i) = Notional Amount × Product Formula(i)

Product Formula(i) = BaseSettlementLevel_ESP(i)

OPTION 3: Target Event for Event-linked Early Expiration

If on a Valuation Date(i), a Target Event has [not] occurred, then:

Early Settlement Price(i) = Notional Amount × Product Formula(i)

Product Formula(i) = BaseSettlementLevel_ESP(i)

3.9.1 Structured Floating Rate Warrant

If the applicable Final Terms specify that "*Reference of the Product*" is 3.9.1, the following applies:

3.9.1.0 Product Description:

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Structured Amount in respect of this Product is equal to the value of the ReferenceFormula considered and applied to the Underlying(s) which may be subject to a floor and / or a cap and / or with a leverage factor and with a day count fraction.
- (subject to the selection of one of the Options described in Condition 3.9.0.4 above) there is no Event-linked Early Expiration under this Product.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is equal to a predetermined value.

3.9.1.1 Structured Amount: Applicable

Structured Amount(i) = Notional Amount × Product Formula(i)

Product Formula(i) = Max(Floor(i) ; Min(Cap(i) ; Participation1(i) × (Participation2(i) × (ReferenceFormula_Payout(RVD(i) – Strike)) + Spread(i)))) × DayCountFraction

3.9.1.2 Early Expiration Event:

The applicable Final Terms shall indicate either "Not applicable" or the Option applicable to the Product amongst the Options described in Condition 3.9.0.4 above.

3.9.1.3 Final Settlement Price:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP

3.9.1.4 Specific Definition(s):

The applicable Final Terms shall indicate, as the case may be, one or more of the definitions mentioned in Condition 1.2.2 above.

3.9.1.5 Variable Data:

Cap
Floor
Participation1
Participation2
Strike
Spread
DayCountFraction
BaseSettlementLevel_ESP (when applicable)
BaseSettlementLevel_FSP

These Variable Data are defined under Condition 5.4 herein.

3.9.1.6 Reference Formula(e):

ReferenceFormula_Payout

Among the Reference Formulae defined under Condition 4 below, the ones mainly used for these Products are (but without limitation):

For Warrants indexed on one Underlying:

Fixing (as defined under Condition 4.25 of the Family of "ReferenceFixings")

Performance (as defined under Condition 4.1 of the Family of "SimpleLevel")

RestrikePerformance (as defined under Condition 4.17 of the Family of "RestrikePerformance")

For Warrants indexed on more than one Underlying:

BestFixing, WorstFixing, AverageFixing, BasketFixing or SpreadFixing (as defined under Condition 4.25 of the Family of "Reference Fixings")

BasketPerformance or BasketRestrikePerformance (as defined under Condition 4.4 of the Family of "BasketPerformance")

3.9.2 Corridor

If the applicable Final Terms specify that "Reference of the Product" is 3.9.2, the following applies:

3.9.2.0 Product Description:

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Structured Amount in respect of this Product depends both upon (i) the value of the ReferenceFormula considered and applied to the Underlying(s) of the Product and (ii) the value of a ReferenceFormula considered among the "Range Accrual Formula" Family, which may be subject to a floor and / or a cap and / or with a leverage factor and a day count fraction.
- (subject to the selection of one of the Options described in Condition 3.9.0.4 above) there is no Event-linked Early Expiration under this Product.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is equal to a predetermined value.

3.9.2.1 Structured Amount: Applicable

Structured Amount(i) = Notional Amount x Product Formula(i)

Product Formula(i) = $\text{Max}(\text{Floor}(i) ; \text{Min}(\text{Cap}(i) ; \text{Participation}(i) \times (\text{ReferenceFormula_Payout}(\text{RVD}(i)) + \text{Spread}(i)) \times \text{ReferenceFormula_RangeAccrual}(\text{RVD}(i)))) \times \text{DayCountFraction}$

3.9.2.2 Early Expiration Event:

The applicable Final Terms shall indicate either "Not applicable" or the Option applicable to the Product amongst the Options described in Condition 3.9.0.4 above.

3.9.2.3 Final Settlement Price:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP

3.9.2.4 Specific Definition(s):

The applicable Final Terms shall indicate, as the case may be, one or more of the definitions mentioned in Condition 1.2.2 above.

3.9.2.5 Variable Data:

Floor

Cap

Participation

Spread

DayCountFraction

BaseSettlementLevel_ESP (when applicable)

BaseSettlementLevel_FSP

These Variable Data are defined under Condition 5.4 herein.

3.9.2.6 Reference Formula(e):

ReferenceFormula_Payout

ReferenceFormula_RangeAccrual

Among the Reference Formulae defined under Condition 4 below, the ones mainly used for these Products are (but without limitation):

RangeAccrual, DualRangeAccrual, or BinaryRangeAccrual (as defined under Condition 4.21 below of the Family of "RangeAccrual")

3.9.3 Ratchet Corridor

If the applicable Final Terms specify that "Reference of the Product" is 3.9.3, the following applies:

3.9.3.0 Product Description:

- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Structured Amount in respect of this Product depends on the combination of (i) the value of the ReferenceFormula considered and applied to the Underlying(s) of the Product and (ii) the values of a ReferenceFormula considered among the "Range Accrual" Family and observed at two Dates, which may be subject to a floor and / or a cap and / or with a leverage factor and to a day count fraction.
- (subject to the selection of one of the Options described in Condition 3.9.0.4 above) there is no Event-linked Early Expiration under this Product.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is equal to a predetermined value.

3.9.3.1 Structured Amount: Applicable

Structured Amount(i) = Notional Amount x Product Formula(i)

Product Formula(i) = Max(Floor(i) ; Min(Cap(i) ; Participation(i) x (ReferenceFormula_Payout(RVD(i)) + Spread(i)) x ReferenceFormula_RangeAccrual(RVD(i)) x ReferenceFormula_RangeAccrual(RVD(i-1)))) x DayCountFraction

3.9.3.2 Early Expiration Event:

The applicable Final Terms shall indicate either "Not applicable" or the Option applicable to the Product amongst the Options described in Condition 3.9.0.4 above.

3.9.3.3 Final Settlement Price:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP

3.9.3.4 Specific Definition(s):

The applicable Final Terms shall indicate, as the case may be, one or more of the definitions mentioned in Condition 1.2.2 above.

3.9.3.5 Variable Data:

Floor
Cap
Participation
Spread

DayCountFraction
BaseSettlementLevel_ESP (when applicable)
BaseSettlementLevel_FSP

These Variable Data are defined under Condition 5.4 herein.

3.9.3.6 Reference Formula(e):

ReferenceFormula_Payout
ReferenceFormula_RangeAccrual

Among the Reference Formulae defined under Condition 4 below, the ones mainly used for these Products are (but without limitation):

RangeAccrualFormula, DualRangeAccrualFormula, or BinaryRangeAccrualFormula (as defined under Condition 4.21 of the Family of "RangeAccrual")

3.10 Family of Products "Credit Or Bond Linked"

Set out below the list of Products of the Family of Products "Credit or Bond Linked", the Reference of the Product of which is mentioned in the table below will be indicated in the applicable Final Terms in the clause "*Reference of the Product*":

Reference of the Product	Product
3.10.1	Credit Linked Products
3.10.2	Bond Linked Products
3.10.3	Autocall Credit Linked Products

Description of how the value of the Warrants can be affected by the value of the Underlying(s)

The Family "CREDIT OR BOND LINKED" comprises Products which provide exposure to the credit risk of a Reference Entity or a Reference Portfolio comprising several Reference Entities (in respect of Credit Linked Warrants) or a Bond or a Reference Portfolio comprising several Bonds (in respect of Bond Linked Warrants) and the financial indebtedness of any such Reference Entity or one or several Reference Entity(ies) within the Reference Portfolio (in respect of Credit Linked Warrants), where the Product Amounts are determined according to the occurrence of Credit Event(s) or Bond Event(s) and in the case of the occurrence of Credit Event(s), determined by reference to the Credit Event Payment Amount or the Physical Delivery Amount (with, if any, the Credit Event Payment Amount per Undeliverable Obligations), as applicable, as defined in the Additional Terms and Conditions for Credit Linked Warrants or of Bond Event(s), according to the Credit Event Payment Amount as defined in the Additional Terms and Conditions for Bond Linked Warrants. In addition, the Autocall Credit Linked Products provide exposure to the positive or negative performance of a CDS Spread, where the Product Amount(s) are determined based on one or several conditions, one of which being typically satisfied if the level of the CDS Spread is higher (or lower) than or equal to a pre-defined barrier.

3.10.1 *Credit Linked Products*

If the applicable Final Terms specify that "*Reference of the Product*" is 3.10.1, the following applies:

3.10.1.0 **Product Description:**

- There is no Structured Amount for this Product.
- There is no Event-linked Early Expiration under this Product.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is determined according to the occurrence of Credit Event(s).

3.10.1.1 **Structured Amount:** Not applicable

3.10.1.2 **Event-linked Early Expiration:** Not applicable

3.10.1.3 **Final Settlement Price:**

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel

[The following paragraphs in square brackets indicate options which may only be applicable to some Issues of Warrants describing which options in the Additional Terms and Conditions for Credit Linked Warrants apply]

[If settlement by way of cash:

[Provided that if one or more Credit Event Determination Date(s) occur(s) (as such term is defined in the Additional Terms and Conditions for Credit Linked Warrants), the Issuer will, on the Settlement Date, settle each Warrant at the Credit Event Payment Amount, subject to provisions of the Additional Terms and Conditions for Credit Linked Warrants and subject to the Terms and Conditions.]

Credit Event Payment Amount means,

- (i) in respect of Single Name Warrants and First-to-Default Warrants that are Long Warrants where the Principal Credit Factor and the Principal Loss Factor are both equal to 100%, an amount, subject to a minimum of zero, equal to the product of the Final Value multiplied by the Nominal Amount of each Warrant minus the Unwind Costs in respect of the Credit Event Determination Date; or
- (ii) in respect of Single Name Warrants and First-to-Default Warrants that are Long Warrants where the Principal Credit Factor and/or the Principal Loss Factor is different from 100%, an amount, subject to a minimum of zero, equal to the product of (1) the Principal Credit Factor and (2) the Nominal Amount of each Warrant minus the product of (a) the Nominal Amount of each Warrant, (b) the Principal Loss Factor and (c) the difference between the Reference Price and the Final Value, minus the Unwind Costs in respect of the Credit Event Determination Date; or
- (iii) in respect of Single Name Warrants and First-to-Default Warrants that are Short Warrants where the Principal Credit Factor and the Principal Loss Factor are both equal to 100%, an amount, subject to a minimum of zero, equal to the difference between (1) the product of (x) the positive difference between the Reference Price and the Final Value (expressed as a percentage) and (y) the Nominal Amount of each Warrant and (2) the Unwind Costs in respect of the Credit Event Determination Date; or
- (iv) in respect of Single Name Warrants and First-to-Default Warrants that are Short Warrants where the Principal Credit Factor and/or the Principal Loss Factor is different from 100%, an amount, subject to a minimum of zero, equal to the product of (1) the Principal Credit Factor and (2) the difference between (a) the product of (x) the Principal Loss Factor, (y) the positive difference between the Reference Price and the Final Value (expressed as a percentage) and (y) the Nominal Amount of each Warrant and (b) the Unwind Costs in respect of the Credit Event Determination Date; or
- (v) in respect of Basket Warrants and Tranche Warrants that are Long Warrants where the Principal Credit Factor and/or the Principal Loss Factor are both equal to 100%, an amount, subject to a minimum of zero, equal for each Warrant to (i) the Relevant Proportion of the difference between the Aggregate Warrant Notional Amount and the Aggregate Loss Amount as at the applicable Exercise Date minus (ii) the aggregate of the Unwind Costs calculated in respect of all Credit Event Determination Dates, as at the Expiration Date; or
- (vi) in respect of Basket Warrants and Tranche Warrants that are Long Warrants where the Principal Credit Factor and/or the Principal Loss Factor is different from 100%, an amount, subject to a

minimum of zero, equal for each Warrant to the product of (i) the Principal Credit Factor and (ii) the difference between (x) the Relevant Proportion of the difference between the Aggregate Warrant Notional Amount and the product of the Principal Loss Factor and the Aggregate Loss Amount as at the applicable Exercise Date and (y) the aggregate of the Unwind Costs calculated in respect of all Credit Event Determination Dates, as at the Expiration Date; or

- (vii) in respect of Basket Warrants and Tranche Warrants that are Short Warrants, an amount, subject to a minimum of zero, equal for each Warrant to (i) the Relevant Proportion of the Aggregate Loss Amount as at the applicable Exercise Date minus (ii) the aggregate of the Unwind Costs calculated in respect of all Credit Event Determination Dates, as at the Expiration Date.

[If Alternative Physical Delivery Amount applies] provided that where "Alternative Physical Delivery Amount" is specified as applying in the applicable Final Terms and the Issuer would be required to pay the Credit Event Payment Amount on the Settlement Date above, it shall in place of such payment deliver to the Warrantholders the Alternative Physical Delivery Amount subject to provisions of the Additional Terms and Conditions for Credit Linked Warrants and subject to the Terms and Conditions.]

[If settlement by way of physical delivery only applicable for Single Name Warrants and First-to-Default Warrants:

provided that if one or more Credit Event Determination Date(s) occur(s) (as such term is defined in the Additional Terms and Conditions for Credit Linked Warrants), the Issuer will, on the Settlement Date, deliver the Physical Delivery Amount to the Warrantholders, subject to provisions of the Additional Terms and Conditions for Credit Linked Warrants and subject to the Terms and Conditions.]

[If the provisions of Part A (2009 definitions) of the Additional Terms and Conditions for Credit Linked Warrants apply:

Credit Linked Physical Delivery Amount means, for each Warrant, Specified Deliverable Obligations with an outstanding principal balance, excluding accrued interest, equal to the product of the Principal Credit Factor and the difference between (i) the Nominal Amount or, if applicable, the Partial Cancellation Amount in case of the occurrence of a Restructuring (see Condition 1.3 of Part A of the Additional Terms and Conditions for Credit Linked Warrants) or the Multiple Successor Notional Amount (see Condition 1.4 of Part A of the Additional Terms and Conditions for Credit Linked Warrants) and (ii) the equivalent of the Specified Deliverable Obligations whose market value is equal to the Unwind Costs, subject to a minimum of zero. If the number of Specified Deliverable Obligations that the Issuer can Deliver is not an integer then, in respect of each Warrant, the Credit Linked Physical Delivery Amount will include, in addition to the whole number of the Specified Deliverable Obligations that can be Delivered (and having an outstanding principal balance equal to or less than the outstanding principal balance of the Credit Linked Physical Delivery Amount), an amount (to be paid in cash) equal to the market value, excluding accrued interest, of Specified Deliverable Obligations with an outstanding principal balance equal to the difference between (i) the outstanding principal balance of the Credit Linked Physical Delivery Amount and (ii) the outstanding principal balance of the whole number of Specified Deliverable Obligations that can be Delivered, as determined by the Calculation Agent.

Credit Event Payment Amount per Undeliverable Obligation means, in respect of one Credit Linked Warrant and an Undeliverable Obligation, the product of (i) the outstanding principal balance of such Undeliverable Obligation and (ii) the final price of such Undeliverable Obligation determined in

accordance with Quotation Dealers Method (save as provided below), divided by the number of Warrants in respect of which there are such Undeliverable Obligations.

For the avoidance of doubt, where Illegal or Impossible is due to the inability to purchase the Specified Deliverable Obligations despite the Issuer's reasonable efforts, the final price of the Undeliverable Obligation will be determined in accordance with Auction Method. If no Transaction Auction Settlement Terms are published on or prior to the Credit Valuation Date, such final price will be deemed to be zero.

[If the provisions of Part B (2014 definitions) of the Additional Terms and Conditions for Credit Linked Warrants apply:

Credit Linked Physical Delivery Amount means, for each Warrant, Specified Deliverable Obligations (as such term is defined in the Additional Terms and Conditions for Credit Linked Warrants) with (a) an Outstanding Principal Balance (where such Specified Deliverable Obligations are Borrowed Money) or (b) a Due and Payable Amount (where such Specified Deliverable Obligations are not Borrowed Money), equal to [only if the Principal Credit Factor is different from 100%, the product of the Principal Credit Factor and] the difference between (i) the Notional Amount or, if applicable, the Partial Cancellation Amount in case of the occurrence of a Restructuring (see Condition 1.3 of Part B the Additional Terms and Conditions for Credit Linked Warrants) or the Multiple Successor Notional Amount (see Condition 1.4 of Part B of the Additional Terms and Conditions for Credit Linked Warrants) and (ii) the equivalent of the Specified Deliverable Obligations whose market value is equal to the Unwind Costs, subject to a minimum of zero. If the number of Specified Deliverable Obligations that the Issuer can Deliver is not an integer then, in respect of each Warrant, the Physical Delivery Amount will include, in addition to the whole number of Specified Deliverable Obligations that can be Delivered (and having an Outstanding Principal Balance or Due and Payable Amount, as the case may be, equal to or less than the Outstanding Principal Balance or Due and Payable Amount, as the case may be, of the Physical Delivery Amount), an amount (to be paid in cash) equal to the market value of Specified Deliverable Obligations with an Outstanding Principal Balance or Due and Payable Amount, as the case may be, equal to the difference between (i) the Outstanding Principal Balance or Due and Payable Amount, as the case may be, of the Physical Delivery Amount and (ii) the Outstanding Principal Balance or Due and Payable Amount, as the case may be, of the whole number of Specified Deliverable Obligations that can be Delivered, as determined by the Calculation Agent.

Credit Event Payment Amount per Undeliverable Obligation means, in respect of one Credit Linked Warrant and an Undeliverable Obligation, the product of (i) the Outstanding Principal Balance or Due and Payable Amount, as applicable, of such Undeliverable Obligation and (ii) the final price of such Undeliverable Obligation determined in accordance with Quotation Dealers Method (save as provided below), divided by the number of Warrants in respect of which there are such Undeliverable Obligations.

For the avoidance of doubt, where Illegal or Impossible is due to the inability to purchase the Specified Deliverable Obligations despite the Issuer's reasonable efforts, the final price of the Undeliverable Obligation will be determined in accordance with Auction Method. If no Transaction Auction Settlement Terms are published on or prior to the Credit Valuation Date, such final price will be deemed to be zero.

3.10.1.4 **Variable Data:**
BaseSettlementLevel

This Variable Data is defined under Condition 5.4 herein.

3.10.2 Bond Linked Products

If the applicable Final Terms specify that "*Reference of the Product*" is 3.10.2, the following applies:

3.10.2.0 Product Description:

- There is no Structured Amount for this Product.
- There is no Event-linked Early Expiration under this Product.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is determined according to the occurrence of Bond Event(s).

3.10.2.1 Structured Amount: Not applicable

3.10.2.2 Event-linked Early Expiration: Not applicable

3.10.2.3 Final Settlement Price:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = BaseSettlementLevel

Provided that if one or more Bond Event Determination Date(s) occur(s), the Issuer will, on the Settlement Date, settle each Warrant at the Bond Event Amount, subject to provisions of the Additional Terms and Conditions for Bond Linked Warrants and subject to the Terms and Conditions of the Warrants.

Bond Event Amount means the maximum of zero and:

[*If Single Bond Linked Warrants*] an amount equal for each Warrant to the sum of (i) the product of the Bond Final Value and the Notional Amount per Warrant and (ii) the product of the Relevant Proportion and the Breakage Cost Amount of the Bond if this option is specified as Applicable in the applicable Final Terms or zero if this option is specified as not applicable in the applicable Final Terms.

[*If Basket Bond Linked Warrants*] an amount equal for each Warrant to the sum of (i) the product of the Relevant Proportion and the difference between the Aggregate Warrant Notional Amount and the Aggregate Loss Amount as at the Expiration Date and (ii) the product of the Relevant Proportion and the Breakage Cost Amount of the Bond if this option is specified as Applicable in the applicable Final Terms or zero if this option is specified as not applicable in the applicable Final Terms.

3.10.2.4 Variable Data:

BaseSettlementLevel

This Variable Data is defined under Condition 5.4 herein.

3.10.3 Autocall Credit Linked Products

If the applicable Final Terms specify that "*Reference of the Product*" is 3.10.3, the following applies:

3.10.3.0 Product Description:

- There is no Structured Amount for this Product.
- An Event-linked Early Settlement Amount may be paid under this Product: If an Early Expiration Event is deemed to have occurred, the Event-linked Early Settlement Amount equals a predetermined value.
- Unless the Product has been previously exercised or cancelled, the Final Settlement Price will be determined on the basis of the Reference Formula and according to the occurrence of Credit Event(s).

3.10.3.1 Structured Amount: Not applicable

3.10.3.2 Event-linked Early Expiration: Applicable

An **Early Expiration Event** is deemed to have occurred, as determined by the Calculation Agent, if (1) on a Valuation Date(i), [[a European] [an American] Knock-In Event has [not] occurred] [[and][or] ReferenceFormula_Autocall(RVD(i)) is [higher] [lower] than [or equal to] AutocallBarrier(i)], (2) no Credit Event Determination Date has occurred on or before the Event-linked Early Settlement Date(RVD(i)), and (3) no Potential Repudiation/Moratorium or Potential Failure to Pay (if applicable) has occurred and is continuing at the Event-linked Early Settlement Date(RVD(i)), then:

Event-linked Early Settlement Amount(i) = Notional Amount × Product Formula(i)

Product Formula(i) = BaseSettlementLevel_ESP(i) + [Payout_ESP [x i] [x DCF(i)]]

3.10.3.3 Final Settlement Price:

Scenario 1:

If on Valuation Date(T), ReferenceFormula_FinalBarrier(T) is [higher] [lower] than [or equal to] FinalBarrier, then:

Final Settlement Price = Notional Amount × Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_1 + [Payout_FSP x [x T] [x DCF(T)]]

Scenario 2:

If on Valuation Date(T), ReferenceFormula_FinalBarrier(T) is [lower] [higher] than [or equal to] FinalBarrier, then:

Final Settlement Price = Notional Amount × Product Formula(T)

Product Formula(T) = BaseSettlementLevel_FSP_2

If settlement by way of cash:

[provided that if one or more Credit Event Determination Date(s) occur(s) (as such term is defined in the Additional Terms and Conditions for Credit Linked Warrants), the Issuer will, on the Settlement Date, settle each Warrant at the Credit Event Payment Amount, subject to provisions of the Additional Terms and Conditions for Credit Linked Warrants and subject to the Terms and Conditions.

Credit Event Payment Amount means,

- (i) in respect of Single Name Warrants and First-to-Default Warrants that are Long Warrants where the Principal Credit Factor and the Principal Loss Factor are both equal to 100%, an amount, subject to a minimum of zero, equal to the product of the Final Value multiplied by the Nominal Amount of each Warrant minus the Unwind Costs in respect of the Credit Event Determination Date; or
- (ii) in respect of Single Name Warrants and First-to-Default Warrants that are Long Warrants where the Principal Credit Factor and/or the Principal Loss Factor is different from 100%, an amount, subject to a minimum of zero, equal to the product of (1) the Principal Credit Factor and (2) the Nominal Amount of each Warrant minus the product of (a) the Nominal Amount of each Warrant, (b) the Principal Loss Factor and (c) the difference between the Reference Price and the Final Value, minus the Unwind Costs in respect of the Credit Event Determination Date; or
- (iii) in respect of Single Name Warrants and First-to-Default Warrants that are Short Warrants where the Principal Credit Factor and the Principal Loss Factor are both equal to 100%, an amount, subject to a minimum of zero, equal to the difference between (1) the product of (x) the positive difference between the Reference Price and the Final Value (expressed as a percentage) and (y) the Nominal Amount of each Warrant and (2) the Unwind Costs in respect of the Credit Event Determination Date; or
- (iv) in respect of Single Name Warrants and First-to-Default Warrants that are Short Warrants where the Principal Credit Factor and/or the Principal Loss Factor is different from 100%, an amount, subject to a minimum of zero, equal to the product of (1) the Principal Credit Factor and (2) the difference between (a) the product of (x) the Principal Loss Factor, (y) the positive difference between the Reference Price and the Final Value (expressed as a percentage) and (y) the Nominal Amount of each Warrant and (b) the Unwind Costs in respect of the Credit Event Determination Date.

[If settlement by way of physical delivery:

[provided that if one or more Credit Event Determination Date(s) occur(s) (as such term is defined in the Additional Terms and Conditions for Credit Linked Warrants), the Issuer will, on the Settlement Date, deliver the Physical Delivery Amount to the Warrantholders, subject to provisions of the Additional Terms and Conditions for Credit Linked Warrants and subject to the Terms and Conditions.

[If the provisions of Part A (2009 definitions) of the Additional Terms and Conditions for Credit Linked Warrants apply:

Credit Linked Physical Delivery Amount means, for each Warrant, Specified Deliverable Obligations with (a) an Outstanding Principal Balance (where such Specified Deliverable Obligations are Borrowed Money) or (b) a Due and Payable Amount (where such Specified Deliverable Obligations are not Borrowed Money), equal to the product of the Principal Credit Factor and the difference between (i) the Nominal Amount or, if applicable, the Partial Cancellation Amount in case of the occurrence of a Restructuring (see Condition 1.3 of Part A of the Additional Terms and Conditions for Credit Linked Warrants) or the Multiple Successor Notional Amount (see Condition 1.4 of Part A of the Additional Terms and Conditions for Credit Linked Warrants) and (ii) the equivalent of the Specified Deliverable

Obligations whose market value is equal to the Unwind Costs, subject to a minimum of zero. If the number of Specified Deliverable Obligations that the Issuer can Deliver is not an integer then, in respect of each Warrant, the Credit Linked Physical Delivery Amount will include, in addition to the whole number of the Specified Deliverable Obligations that can be Delivered (and having an Outstanding Principal Balance or Due and Payable Amount, as the case may be, equal to or less than the Outstanding Principal Balance or Due and Payable Amount, as the case may be, of the Credit Linked Physical Delivery Amount), an amount (to be paid in cash) equal to the market value of Specified Deliverable Obligations with an Outstanding Principal Balance or Due and Payable Amount, as the case may be equal to the difference between (i) the Outstanding Principal Balance or Due and Payable Amount, as the case may be, of the Credit Linked Physical Delivery Amount and (ii) the Outstanding Principal Balance or Due and Payable Amount, as the case may be, of the whole number of Specified Deliverable Obligations that can be Delivered, as determined by the Calculation Agent.

Credit Event Payment Amount per Undeliverable Obligation means, in respect of one Credit Linked Warrant and an Undeliverable Obligation, the product of (i) the outstanding principal balance of such Undeliverable Obligation and (ii) the final price of such Undeliverable Obligation determined in accordance with Quotation Dealers Method (save as provided below), divided by the number of Warrants in respect of which there are such Undeliverable Obligations.

For the avoidance of doubt, where Illegal or Impossible is due to the inability to purchase the Specified Deliverable Obligations despite the Issuer's reasonable efforts, the final price of the Undeliverable Obligation will be determined in accordance with Auction Method. If no Transaction Auction Settlement Terms are published on or prior to the Credit Valuation Date, such final price will be deemed to be zero.

[If the provisions of Part B (2014 definitions) of the Additional Terms and Conditions for Credit Linked Warrants apply:

Credit Linked Physical Delivery Amount means, for each Warrant, Specified Deliverable Obligations with (a) an Outstanding Principal Balance (where such Specified Deliverable Obligations are Borrowed Money) or (b) a Due and Payable Amount (where such Specified Deliverable Obligations are not Borrowed Money), equal to the product of the Principal Credit Factor and the difference between (i) the Nominal Amount or, if applicable, the Partial Cancellation Amount in case of the occurrence of a Restructuring (see Condition 1.3 of Part B of the Additional Terms and Conditions for Credit Linked Warrants) or the Multiple Successor Notional Amount (see Condition 1.4 of Part B of the Additional Terms and Conditions for Credit Linked Warrants) and (ii) the equivalent of the Specified Deliverable Obligations whose market value is equal to the Unwind Costs, subject to a minimum of zero. If the number of Specified Deliverable Obligations that the Issuer can Deliver is not an integer then, in respect of each Warrant, the Credit Linked Physical Delivery Amount will include, in addition to the whole number of the Specified Deliverable Obligations that can be Delivered (and having an Outstanding Principal Balance or Due and Payable Amount, as the case may be, equal to or less than the Outstanding Principal Balance or Due and Payable Amount, as the case may be, of the Credit Linked Physical Delivery Amount), an amount (to be paid in cash) equal to the market value of Specified Deliverable Obligations with an Outstanding Principal Balance or Due and Payable Amount, as the case may be equal to the difference between (i) the Outstanding Principal Balance or Due and Payable Amount, as the case may be, of the Credit Linked Physical Delivery Amount and (ii) the Outstanding Principal Balance or Due and Payable Amount, as the case may be, of the whole number of Specified Deliverable Obligations that can be Delivered, as determined by the Calculation Agent.

Credit Event Payment Amount per Undeliverable Obligation means, in respect of one Credit Linked Warrant and an Undeliverable Obligation, the product of (i) the Outstanding Principal Balance or Due and Payable Amount, as applicable, of such Undeliverable Obligation and (ii) the final price of such Undeliverable Obligation determined in accordance with Quotation Dealers Method (save as provided below), divided by the number of Warrants in respect of which there are such Undeliverable Obligations.

For the avoidance of doubt, where Illegal or Impossible is due to the inability to purchase the Specified Deliverable Obligations despite the Issuer's reasonable efforts, the final price of the Undeliverable Obligation will be determined in accordance with Auction Method. If no Transaction Auction Settlement Terms are published on or prior to the Credit Valuation Date, such final price will be deemed to be zero.

3.10.3.5 Variable Data:

AutocallBarrier

DCF

FinalBarrier

BaseSettlementLevel_ESP

BaseSettlementLevel_FSP_1

BaseSettlementLevel_FSP_2

Payout_ESP

Payout_FSP

These Variable Data are defined under Condition 5.4 herein.

3.10.3.6 Reference Formula(e):

ReferenceFormula_Autocall

ReferenceFormula_FinalBarrier

Among the Reference Formulae defined under Condition 4, the ones mainly used for these Products are (but without limitation):

CDS Spread

3.11 Family of Products "Combined Vanillas"

Set out below the list of Products of the Family of Products "Combined Vanillas", the Reference of the Product of which is mentioned in the table below will be indicated in the applicable Final Terms in the clause "Reference of the Product".

Reference of the Product	Product
3.11.1	Combined with Final Barrier
3.11.2	Combined Digits and Digits
3.11.3	Cumulative
3.11.4	Dynamic Cumulative

Description of how the value of the Warrants can be affected by the value of the Underlying(s)

The Family "COMBINED VANILLAS" comprises Products which provide exposure to the positive or negative performance of an Underlying or a Basket or one or several Underlying(s) within a Basket, where the Product Amount(s) is(are) determined as a floored, capped or leveraged weighted combination, either additive or multiplicative, of vanilla calls, puts, digits, fixed amounts, and combinations, either additive or multiplicative, of calls, digits and fixed amounts.

3.11.1 Combined with Final Barrier

If the applicable Final Terms specify that "Reference of the Product" is 3.11.1, the following applies:

3.11.1.0 Product Description:

- There is no Structured Amount for this Product.
- This Product may be subject to Event-linked Early Expiration:
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price equals a predetermined value.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends on the realisation of one among two possible scenarios:
 - o The occurrence of these scenarios depends on the value of the relevant ReferenceFormula applied to the Underlying(s) of the Product and of its position compared to a FinalBarrier.
 - o The Product Formula depends on the value of the SumOfDigits considered and, as the case may be, upon the value of the ReferenceFormula considered.

3.11.1.1 Structured Amount: Not applicable

3.11.1.2 Event-linked Early Expiration: Applicable

Early Settlement Price(i) = Notional Amount x Product Formula(i)

Product Formula(i) = BaseSettlementLevel_ESP(i) + Payout_ESP(i)

3.11.1.3 Final Settlement Price:

Scenario 1:

If on Valuation Date(T), ReferenceFormula_Barrier(RVD(T)) is higher than [or equal to] FinalBarrier, then:

Final Settlement Price = Notional Amount × Product Formula(T)

Product Formula(T) = Max(Final_Floor_1; Min(Final_Cap_1; BaseSettlementLevel_FSP_1 + FinalParticipation_1 × (ReferenceFormula_Final_1(RVD(T)) – FinalStrike) + FinalParticipation_2 × ReferenceFormula_Final_2(RVD(T))))

Scenario 2:

If on Valuation Date(T), ReferenceFormula_Barrier(RVD(T)) is lower than [or equal to] FinalBarrier, then:

Final Settlement Price = Notional Amount × Product Formula(T)

Product Formula(T) = Max(Final_Floor_2; Min(Final_Cap_2; BaseSettlementLevel_FSP_2 + FinalParticipation_3 × (ReferenceFormula_Final_3(RVD(T)) – FinalStrike) + FinalParticipation_4 × ReferenceFormula_Final_4(RVD(T))))

3.11.1.4 Specific Definition(s):

The applicable Final Terms shall indicate, as the case may be, one or more definitions mentioned in Condition 1.2.2 above.

3.11.1.5 Variable Data:

BaseSettlementLevel_ESP
Payout_ESP
FinalBarrier
BaseSettlementLevel_FSP_1
BaseSettlementLevel_FSP_2
Final_Cap_1
Final_Cap_2
Final_Floor_1
Final_Floor_2
FinalParticipation_1
FinalParticipation_2
FinalParticipation_3
FinalParticipation_4
FinalStrike

And any Variable Data according to the Specific Definitions used as mentioned in Condition 1.2.2.

These Variable Data are defined under Condition 5.4 herein.

3.11.1.6 Reference Formula(e):

ReferenceFormula_Barrier
ReferenceFormula_Final
ReferenceFormula_Final_1
ReferenceFormula_Final_2
ReferenceFormula_Final_3
ReferenceFormula_Final_4

Among the Reference Formulae defined under Condition 4 below, the ones mainly used for these Products are (but without limitation):

SumOfCalls or SumOfDigits or SumOfStrikedDigits or SumOfTimeDigits (as defined under Condition 4.27 of the Family of "Combined Vanillas")

BasketPerformance or AverageBasketPerformance (as defined under Condition 4.4 of the Family of "BasketPerformance")

WorstLevel or WorstPerformance (as defined under Condition 4.6 of the Family of "WorstLevel")

3.11.2 Combined Digits and Digits

If the applicable Final Terms specify that "Reference of the Product" is 3.11.2, the following applies:

3.11.2.0 Product Description:

- There is no Structured Amount for this Product.
- This Product may be subject to Event-linked Early Expiration.
 - o If an Early Expiration Event is deemed to have occurred, the Product Formula used to determine the Early Settlement Price equals a predetermined value.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product depends on the realisation of one among four possible scenarios:
 - o The occurrence of these scenarios depends on the value(s) of the relevant ReferenceFormula(e) applied to the Underlying(s) of the Product and of its (their) position(s) compared to StrikeDigitA and StrikeDigitB
- The Product Formula depends on the value of SumOfDigitsAndDigits with a leverage factor.

3.11.2.1 Structured Amount: Not applicable

3.11.2.2 Event-linked Early Expiration: Applicable

Early Settlement Price(i) = Notional Amount x Product Formula(i)

Product Formula(i) = BaseSettlementLevel_ESP(i) + Payout_ESP(i)

3.11.2.3 Final Settlement Price:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = Max(Floor ; Min(Cap ; BaseSettlementLevel_FSP + Leverage x SumOfDigitsAndDigits(T)))

3.11.2.4 Specific Definition(s):

SumOfDigitsAndDigits(T) means the Sum, for k from 1 to OptionsNumber, of the Product of UnitDigitA(T, k, WeightDigitA(k), CapDigitA(k), FloorDigitA(k), StrikeDigitA(k), ReferenceFormula_DigitA(k)(T)) and UnitDigitB(T, k, WeightDigitB(k), CapDigitB(k), FloorDigitB(k), StrikeDigitB(k), ReferenceFormula_DigitB(k)(T))

Where:

Scenario 1:

If on Valuation Date(T), ReferenceFormula_DigitA(k)(T) is [higher] [lower] than [or equal to] StrikeDigitA(k) and ReferenceFormula_DigitB(k)(T) is [higher] [lower] than [or equal to] StrikeDigitB(k), then:

UnitDigitA(T, k, WeightDigitA(k), CapDigitA(k), FloorDigitA(k), StrikeDigitA(k), ReferenceFormula_DigitA(k)(T)) means Min(CapA(k) ; Max(FloorA(k) ; WeightA(k)))

And:

UnitDigitB(T, k, WeightDigitB(k), CapDigitB(k), FloorDigitB(k), StrikeDigitB(k), ReferenceFormula_DigitB(k)(T)) means $\text{Min}(\text{CapB}(k) ; \text{Max}(\text{FloorB}(k) ; \text{WeightB}(k)))$

Scenario 2:

If on Valuation Date(T), ReferenceFormula_DigitA(k)(T) is [higher] [lower] than [or equal to] StrikeDigitA(k) and ReferenceFormula_DigitB(k)(T) is [lower] [higher] than [or equal to] StrikeDigitB(k), then:

UnitDigitA(T, k, WeightDigitA(k), CapDigitA(k), FloorDigitA(k), StrikeDigitA(k), ReferenceFormula_DigitA(k)(T)) means $\text{Min}(\text{CapA}(k) ; \text{Max}(\text{FloorA}(k) ; \text{WeightA}(k)))$

And:

UnitDigitB(T, k, WeightDigitB(k), CapDigitB(k), FloorDigitB(k), StrikeDigitB(k), ReferenceFormula_DigitB(k)(T)) means $\text{Min}(\text{CapB}(k) ; \text{Max}(\text{FloorB}(k) ; 0))$

Scenario 3:

If on Valuation Date(T), ReferenceFormula_DigitA(k)(T) is [lower] [higher] than [or equal to] StrikeDigitA(k) and ReferenceFormula_DigitB(k)(T) is [higher] [lower] than [or equal to] StrikeDigitB(k), then:

UnitDigitA(T, k, WeightDigitA(k), CapDigitA(k), FloorDigitA(k), StrikeDigitA(k), ReferenceFormula_DigitA(k)(T)) means $\text{Min}(\text{CapA}(k) ; \text{Max}(\text{FloorA}(k) ; 0))$

And:

UnitDigitB(T, k, WeightDigitB(k), CapDigitB(k), FloorDigitB(k), StrikeDigitB(k), ReferenceFormula_DigitB(k)(T)) means $\text{Min}(\text{CapB}(k) ; \text{Max}(\text{FloorB}(k) ; \text{WeightB}(k)))$

Scenario 4:

If on Valuation Date(T), ReferenceFormula_DigitA(k)(T) is [lower] [higher] than [or equal to] StrikeDigitA(k) and ReferenceFormula_DigitB(k)(T) is [lower] [higher] than [or equal to] StrikeDigitB(k), then:

UnitDigitA(T, k, WeightDigitA(k), CapDigitA(k), FloorDigitA(k), StrikeDigitA(k), ReferenceFormula_DigitA(k)(T)) means $\text{Min}(\text{CapA}(k) ; \text{Max}(\text{FloorA}(k) ; 0))$

And:

UnitDigitB(T, k, WeightDigitB(k), CapDigitB(k), FloorDigitB(k), StrikeDigitB(k), ReferenceFormula_DigitB(k)(T)) means $\text{Min}(\text{CapB}(k) ; \text{Max}(\text{FloorB}(k) ; 0))$

The applicable Final Terms shall indicate, as the case may be, one or more definitions mentioned in Condition 1.2.2 above.

3.11.2.5 Variable Data:

BaseSettlementLevel_ESP

Payout_ESP

OptionsNumber

Floor

Cap

BaseSettlementLevel_FSP

Leverage

WeightDigitA
CapDigitA
FloorDigitA
StrikeDigitA
WeightDigitB
CapDigitB
FloorDigitB
StrikeDigitB

These Variable Data are defined under Condition 5.4 herein.

3.11.2.6 Reference Formula(e):

ReferenceFormula_DigitA
ReferenceFormula_DigitB

Among the Reference Formulae defined under Condition 4 below, the ones mainly used for these Products are (but without limitation):

*Level or Performance (as defined under Condition 4.1 of the Family of "SimpleLevel")
BasketPerformance or AverageBasketPerformance (as defined under Condition 4.4 of the Family of "BasketPerformance")
WorstLevel or WorstPerformance (as defined under Condition 4.6 of the Family of "WorstLevel")*

3.11.3 Cumulative

If the applicable Final Terms specify that "Reference of the Product" is 3.11.3, the following applies:

3.11.3.0 Product Description:

- There is no Structured Amount for this Product.
- There is no Event-linked Early Expiration under this Product.
- Unless the Product has been previously exercised or cancelled, the Product Formula used to determine the Final Settlement Price in respect of this Product is equal to the value of the CumulativeProductFormula (defined in Condition 3.11.4.4 below), which may be subject to a floor and / or a cap and / or with a leverage factor.

3.11.3.1 Structured Amount: Not applicable

3.11.3.2 Event-linked Early Expiration: Not applicable

3.11.3.3 Final Settlement Price:

Final Settlement Price = Notional Amount x Product Formula(T)

Product Formula(T) = Max(Floor ; Min(Cap ; Leverage x CumulativeProductFormula))

3.11.3.4 Specific Definition(s):

CumulativeProductFormula means the [Product] [Sum], for k from 1 to UnitVanillaNumber, of UnitVanilla(k, Parameters(k), ReferenceFormula(k))

UnitVanilla(k, Parameters(k), ReferenceFormula(k)) means the [Sum] [Product] of:

- 1) BaseSettlementLevel(k); and

- 2) The Sum of ConstantCall(k) and the Sum, for m from 1 to NbCalls(k), of the Product of WeightCall(m, k) and $\text{Max}(0 ; \text{ReferenceFormula}(k)(T) - \text{StrikeCall}(m, k))$; and
- 3) The Sum of ConstantPut(k) and the Sum, for m from 1 to NbPuts(k), of the Product of WeightPut(m, k) and $\text{Max}(0 ; \text{StrikePut}(m, k) - \text{ReferenceFormula}(k)(T))$; and
- 4) The Sum of ConstantDigitUp(k) and the Sum, for m from 1 to NbDigitsUp(k), of the Product of WeightDigitUp(m, k) and $\text{IND}(\text{ReferenceFormula}(k)(T) \text{ is higher than [or equal to] } \text{StrikeDigitUp}(m, k))$; and
- 5) The Sum of ConstantDigitDown(k) and the Sum, for m from 1 to NbDigitsDown(k), of the Product of WeightDigitDown(m, k) and $\text{IND}(\text{ReferenceFormula}(k)(T) \text{ is lower than [or equal to] } \text{StrikeDigitDown}(m, k))$.

Parameters(k) means the set of the following Variable Data :

- NbCalls(k)
- ConstantCall(k)
- NbPuts(k)
- ConstantPut(k)
- NbDigitsUp(k)
- ConstantDigitUp(k)
- NbDigitsDown(k)
- ConstantDigitDown(k)
- BaseSettlementLevel(k)
- WeightCall(m, k) (m from 1 to NbCalls(k))
- StrikeCall(m, k) (m from 1 to NbCalls(k))
- WeightPut(m, k) (m from 1 to NbPuts(k))
- StrikePut(m, k) (m from 1 to NbPuts(k))
- WeightDigitUp(m, k) (m from 1 to NbDigitsUp(k))
- StrikeDigitUp(m, k) (m from 1 to NbDigitsUp(k))
- WeightDigitDown(m, k) (m from 1 to NbDigitsDown(k))
- StrikeDigitDown(m, k) (m from 1 to NbDigitsDown(k))

For the avoidance of doubt VariableData(k)(i) means in respect of the k^{th} iteration, the VariableData as of date(i)

The applicable Final Terms shall indicate, as the case may be, one or more definitions mentioned in Condition 1.2.2 above.

3.11.3.5 Variable Data:

ProductNumber
Floor
Cap
Leverage
UnitVanillaNumber
BaseSettlementLevel
NbCalls
ConstantCall
NbPuts
ConstantPut
NbDigitsUp
ConstantDigitUp
NbDigitsDown

ConstantDigitDown
WeightCall
StrikeCall
WeightPut
StrikePut
WeightDigitUp
StrikeDigitUp
WeightDigitDown
StrikeDigitDown

These Variable Data are defined under Condition 5.4 herein.

3.11.3.6 Reference Formula(e):

ReferenceFormula

Among the Reference Formulae defined under Condition 4 below, the ones mainly used for these Products are (but without limitation):

Level or Performance (as defined under Condition 4.1 of the Family of "SimpleLevel")
BasketPerformance or AverageBasketPerformance (as defined under Condition 4.4 of the Family of "BasketPerformance")
WorstLevel or WorstPerformance (as defined under Condition 4.6 of the Family of "WorstLevel")

3.11.4 Dynamic Cumulative

If the applicable Final Terms specify that "Reference of the Product" is 3.11.4, the following applies:

3.11.4.0 Product Description:

- There is no Structured Amount for this Product.
- There is no Event-linked Early Expiration under this Product.
- Unless the Product has been previously exercised or cancelled, the Final Settlement Price in respect of this Product depends upon the value of the ReferenceFormula to which a strategy of exposure to Underlyings is applied.

3.11.4.1 Structured Amount: Not applicable

3.11.4.2 Event-linked Early Expiration: Not applicable

3.11.4.3 Final Settlement Price:

Final Settlement Price = Notional Amount × Product Formula(T)

Product Formula(T) = BaseSettlement + Max(Floor_1 ; Min(Cap ; Participation × Max(Floor_2 ; Leverage × ReferenceFormula_Final(RVD(T)) - Strike)))

3.11.4.4 Definition of DynamicBasketLevel ("DBL")

DBL(i) means, in respect of any Valuation Date(i) (i from 1 to T), the level of a Dynamic Basket comprising the RiskyComponent(s), SafeComponent and, if leverage is used, the LeverageComponent, determined by the Calculation Agent as follows:

$$\text{DBL}(i) = \text{Max}[0 ; \text{DBL}(i-1) \times (\text{Sum for } k \text{ from } 1 \text{ to } N (\text{Exposure}(i-1-\text{DBLag},k) \times \text{RCL}(i,k) \times (1 - \text{EC}(k) \times \text{Act}(i-1, i) / 360)) + \text{Max}((1-\text{Sum for } k \text{ from } 1 \text{ to } N (\text{Exposure}(i-1-\text{DBLag},k))) ; 0) \times \text{SCL}(i) / \text{SCL}(i-1) - \text{Max}(\text{Sum for } k \text{ from } 1 \text{ to } N (\text{Exposure}(i-1-\text{DBLag},k) - 1 ; 0) \times \text{LCL}(i)/\text{LC}(i-1)) \times (1 - \text{FC}(i) \times \text{Act}(i-1, i) / 360)]$$

With:

DBL(0) = 100%

RCL(i,k) means in respect of Valuation Date(i), in respect of an Underlying(k), RiskyComponentLevel(i,k);

SCL(i) means in respect of Valuation Date(i), SafeComponentLevel(i);

LCL(i) means in respect of Valuation Date(i), LeverageComponentLevel(i);

EC(k) means, in respect of an Underlying(k), the fees and costs charged to the RiskyComponentLevel(k);

FC means the fees and costs charged to the LeverageComponentLevel; and

DBLag (for "**DynamicBasketLag**") means a number of Business Days, calendar days, calendar weeks or months used to take into account, if any, the dealing conditions of the Underlying(s)

3.11.4.5 Definitions of Components

RiskyComponentLevel :

RiskyComponentLevel(i,k) means in respect of any Valuation Date(i) (i from 0 to T), in respect of any Underlying(k) (k from 1 to N), RiskyComponentLevel_Formula(i,k).

SafeComponentLevel:

SafeComponentLevel(i) means in respect of any Valuation Date(i) (i from 0 to T), the value of the Safe Component, determined by the Calculation Agent as follows:

- If no Underlying is specified in respect of the SafeComponent in the applicable Final Terms then:

$$\text{SCL}(i) = \text{SCL}(i-1) \times [1 + (\text{FloatingRateSC}(i-1) + \text{SpreadSC}(i-1)) \times \text{Act}(i-1,i) / 360]$$

and,

$$\text{SCL}(0) = 100\%$$
- Otherwise, SafeComponentLevel_Formula(i)

FloatingRateSC means the relevant floating part of the Safe Component rate of return, specified in the applicable Final Terms.

LeverageComponentLevel:

LeverageComponentLevel(i) means in respect of any Valuation Date(i) (i from 0 to T), the value of the LeverageComponent, determined by the Calculation Agent as follows:

$$\text{LCL}(i) = \text{LCL}(i-1) \times [1 + (\text{FloatingRateLC}(i-1) + \text{SpreadLC}(i-1)) \times \text{Act}(i-1,i) / 360]$$

 and,

$$LCL(0) = 100\%$$

FloatingRateLC means the relevant floating part of the Leverage Component rate of return, specified in the applicable Final Terms.

Fees and costs charged to LeverageComponentLevel:

$$FC(i) = ParticipationLeverageCost \times FloatingRateLC(i) + ConstantLeverageCost$$

ConstantLeverageCost means a constant amount, percentage or level.

ParticipationLeverageCost means the multiplicative factor applied to FloatingRateLC in order to either increase or decrease the exposure of FC to FloatingRateLC.

Exposure:

Exposure(i,k) means in respect of each Valuation Date(i) (i from 0 to T), for each Underlying(k) (k from 1 to N), the exposure of the Dynamic Basket to the RiskyComponent(k).

3.11.4.6 Variable Data:

SpreadLC

SpreadSC

These Variable Data are defined in Condition 5.4 herein

EC

FC

These Variable Data are defined in Condition 3.11.4.4 above.

ParticipationLeverageCost

ConstantLeverageCost

FloatingRateSC

FloatingRateLC

These Variable Data are defined in Condition 3.11.4.5 above.

3.11.4.7 ReferenceFormula(e):

RiskyComponentLevel_Formula

SafeComponentLevel_Formula

Among the ReferenceFormulae defined under Condition 4, the ones mainly used for these Products are (but without limitation) :

RestrikeLevel or BasketRestrikeLevel (as defined in Condition 4.17 of the Family of "RestrikePerformance")

3.11.4.8 Special Definition(s):

Exposure(i,k) = $\text{Max}(\text{MinimumExposure}(i,k) ; \text{Min}(\text{MaximumExposure}(i,k) ; \text{ReferenceFormula_Exposure}(i,k,p)))$

With:

MinimumExposure(i,k) means, for each Valuation Date(i), for each Underlying(k), the percentage of minimum exposure of the Dynamic Basket to the RiskyComponent(k);

MaximumExposure(i,k) means, for each Valuation Date(i), for each Underlying(k), the percentage of maximum exposure of the Dynamic Basket to the RiskyComponent(k); and

ReferenceFormula_Exposure(i,k,p), means [the Sum] [the Product], for p from 1 to UnitVanillaNumber, of UnitVanilla(k, p, r, Parameters(k, p, r), ReferenceFormula_Call(k, p, r), ReferenceFormula_Put(k, p, r), ReferenceFormula_DigitUp(k, p, r), ReferenceFormula_DigitDown(k, p, r))

UnitVanilla(k, p, r, Parameters(k, p, r), ReferenceFormula_Call(k, p, r), ReferenceFormula_Put(k, p, r), ReferenceFormula_DigitUp(k, p, r), ReferenceFormula_DigitDown(k, p, r)) means the [Sum] [Product], for r from 1 to UnitVanillaNumber, of:

- (a) BaseSettlementLevel (k,p,r); and
- (b) The Sum of ConstantCall(k,p,r) and the Product of WeightCall(k, p, r) and $\text{Max}(0 ; \text{ReferenceFormula_Call}(k, p, r)(i) - \text{StrikeCall}(k, p, r))$; and
- (c) The Sum of ConstantPut(k, p, r) and the Product of WeightPut(k, p, r) and $\text{Max}(0 ; \text{StrikePut}(k, p, r) - \text{ReferenceFormula_Put}(k, p, r)(i))$; and
- (d) The Sum of ConstantDigitUp(k, p, r) and the Product of WeightDigitUp(k, p, r) and $\text{IND}(\text{ReferenceFormula_DigitUp}(k, p, r)(i) \text{ is higher than [or equal to] } \text{StrikeDigitUp}(k, p, r))$; and
- (e) The Sum of ConstantDigitDown(k, p, r) and the Product of WeightDigitDown(k, p, r) and $\text{IND}(\text{ReferenceFormula_DigitDown}(k, p, r)(i) \text{ is lower than [or equal to] } \text{StrikeDigitDown}(k, p, r))$.

Parameters(k, p, r) means the set of the following Variable Data:

- NbCalls(k, p, r)
- ConstantCall (k, p, r)
- NbPuts(k, p, r)
- ConstantPut(k, p, r)
- NbDigitUp(k, p, r)
- ConstantDigitUp(k, p, r)
- NbDigitDown(k, p, r)
- ConstantDigitDown(k, p, r)
- BaseSettlement(k, p, r)
- WeightCall(k, p, r)
- StrikeCall(k, p, r)
- WeightPut (k, p, r)
- StrikePut(k, p, r)
- WeightDigitUp(k, p, r)
- StrikeDigitUp(k, p, r)
- WeightDigitDown(k, p, r)
- StrikeDigitDown(k, p, r)

The applicable Final Terms shall indicate, as the case may be, one or more definitions mentioned in Condition 1.2.2.

3.11.4.9 Variable Data:

BaseSettlementLevel
Floor_1
Floor_2
Cap
Leverage
Participation
Strike
UnitVanillaNumber
NbCalls
ConstantCall
NbPuts
ConstantPut
NbDigitUp
ConstantDigitUp
NbDigitDown
ConstantDigitDown
WeightCall
StrikeCall
WeightPut
StrikePut
WeightDigitUp
StrikeDigitUp
WeightDigitDown
StrikeDigitDown

These Variable Data are defined under Condition 5.4 herein.

MinimumExposure
MaximumExposure

These Variable Data are defined under Condition 3.11.4.8.

3.11.4.10 ReferenceFormula(e):

The applicable Final Terms shall indicate, the ReferenceFormula(e) applicable to the Product chosen among those mentioned in Condition 3.11.4.7.

ReferenceFormula_Final
ReferenceFormula_Exposure
ReferenceFormula_Call
ReferenceFormula_Put
ReferenceFormula_DigitUp
ReferenceFormula_DigitDown

Among the Reference Formulae defined under Condition 4, the ones mainly used for these Products are (but without limitation):

Level () (as defined under Condition 4.1 of the Family of "SimpleLevel" herein) MaxTimeLevel(*) or AverageTimeLevel(*) (as defined under Condition 4.9 of the Family of "TimeLevel" herein)*

(*) *Where:*

Level(T) means $(DBL(T) / DBL(0))$, in order to determine an arbitrary ReferenceLevel of this Product.

4. CHARACTERISTICS AND DEFINITIONS RELATING TO FAMILIES OF REFERENCE FORMULA(E)

Set out below the list of Families of Reference Formula(e), each as described hereinafter.

Reference of the Family	Reference Formula(e)
4.0	Definition of S, SI and FxRate
4.1	Family of « SimpleLevel »
4.2	Family of « RankedLevel »
4.3	Family of « BasketLevel »
4.4	Family of « BasketPerformance »
4.5	Family of « BestLevel »
4.6	Family of « WorstLevel »
4.7	Family of « LargeLevel »
4.8	Family of « SmallLevel »
4.9	Family of « TimeLevel »
4.10	Family of « RankedTime »
4.11	Family of « WeightedMaxTimeLevel »
4.12	Family of « WeightedMinTimeLevel »
4.13	Family of « WeightedSumTimeLevel »
4.14	Family of « WeightedAverageTimeLevel »
4.15	Family of « WorstTimeLevel »
4.16	Family of « BestTimeLevel »
4.17	Family of « RestrikePerformance »
4.18	Family of « ModifiedPerformance »
4.19	Family of « FreezeModifiedPerformance »
4.20	Family of « Himalaya & Emerald ReferenceLevel »
4.21	Family of « RangeAccrualFormula(e) »
4.22	Family of « IntradayLevel »
4.23	Family of « VolatilityLevel »
4.24	Family of « Combined ReferenceFormula »
4.25	Family of « ReferenceFixings »
4.26	Family of « InBetweenLevel »
4.27	Family of « Combined Vanillas »

The Reference Formulae of the Family of Reference Formulae in sections 4.1 to 4.27 below are used to determine or calculate either (i) a price of one or several Underlyings which is called a Reference Price, (ii) a level of the price of one or several Underlyings which is called a Reference Level, (iii) a performance of the price of one or several Underlyings which is called a Reference Performance and/or (iv) a fixing of a Reference Rate(s) and/or (v) a fixing of one or several foreign exchange rate(s).

1) Price, Level or Performance.

In sections 4.1 to 4.27 below, (a) when the denomination of a Reference Formula in a Family of Reference Formulae contains the word "Price", such Reference Formula is used to determine a Reference Price, (b) when the denomination of a Reference Formula in a Family of Reference Formulae contains the word "Level", such Reference Formula is used to calculate a Reference Level, (c) when the denomination of a Reference Formula in a Family of Reference Formulae contains the word "Performance", such Reference Formula is used to calculate a Reference Performance and (d) when the denomination of the Reference Formula in a Family of Reference Formulae contains the word "Fixing", such Reference Formula is used to determine or calculate a Reference Fixing.

Notwithstanding the foregoing in respect of a Product (i) a Reference Formula used to calculate a Reference Level (a "**Base Reference Formula**"), can also be used to determine a Reference Price or to calculate a Reference Performance and in that case its denomination in the Final Terms of the relevant Product shall contain the word Price or Performance (an "**Alternative Reference Formula**"), (ii) a Reference Formula used to calculate a Reference Performance (a "**Base Reference Formula**"), can also be used to determine a Reference Price or to calculate a Reference Level and in that case its denomination in the Final Terms of the relevant Product shall contain the word Price or Level (an "**Alternative Reference Formula**") provided that in each case the Alternative Reference Formula shall be deemed to be part of the same Family of Reference Formulae as the Base Reference Formula.

Example:

Section 4.11 contains the following Reference Formula : **WeightedMaxTimeLevel(i)** means the Sum, for k from 1 to N , of the Product $W(i,k)$ and $MaxTimeLevel(i,k)$ and is used to calculate a level of the Price of the Underlying. The same Reference Formula can also be used to determine a performance of the price of the Underlying and is then expressed in the Final Terms as follows:

WeightedMaxTimePerformance(i) means the Sum, for k from 1 to N , of the Product $W(i,k)$ and $MaxTimePerformance(i,k)$

2) Cap, Floor, Leverage

When the denomination of a Reference Formula in a Family of Reference Formulae described in sections 4.1 to 4.27 below use a Cap and contains the word "Capped", this means that by applying such Reference Formula, the price(s), level(s) or performance(s) of one or more Underlying(s) or fixing(s) of the Reference Rate retained to calculate a Product Amount will be the lower between (i) the Cap and (ii) the actual relevant price(s), level(s) or performance(s) of such Underlying(s) or of the fixing(s) of the Reference Rate.

When the denomination of a Reference Formula in a Family of Reference Formulae in sections 4.0 to 4.27 below uses a Floor and contains the word "Floored", this means that by applying such Reference Formula, the price(s), level(s) or performance(s) of one more Underlying(s) or fixing(s) of the Reference Rate retained to calculate a Product Amount will be the higher between (i) the Floor and (ii) the actual relevant price(s), level(s) or performance(s) of such Underlying(s) or of the fixing(s) of the Reference Rate(s).

When the denomination of a Reference Formula in a Family of Reference Formulae in sections 4.0 to 4.27 below uses a Leverage and contains the word "Leverage", this means that by applying such Reference Formula, the price(s), level(s) or performance(s) of one more Underlying(s) or fixing(s) of the Reference Rate retained to calculate a Product Amount will be the Product of the Leverage and the actual relevant price(s), level(s) or performance(s) of such Underlying(s) or of the fixing(s) of the Reference Rate(s).

Notwithstanding the foregoing:

- a) In respect of a Product (i) a Reference Formula the denomination of which uses a Cap and contains the word "Capped" (a "**Base Reference Formula**"), can also be used with a Floor and in that case in the Final Terms of the relevant Product, it shall embed a Floor and its denomination will contain the word "Floored" (an "**Alternative Reference Formula**") and (ii) a Reference Formula the denomination of which uses a Floor and contains the word "Floored" (a "**Base Reference Formula**"), can also be used with a Cap and in that case in the Final Terms of the relevant Product, it shall embed a Cap and its denomination will contain the word "Capped" (an "**Alternative Reference Formula**"). In each case the Alternative Reference Formula shall be deemed to be part of the same Family of Reference Formulae as the Base Reference Formula;

Example:

Section 4.1 contains the following Reference Formula : **CappedLevel(i, Strike, Cap(i))** means the Minimum between Level(i, Strike) and Cap(i).

A Floor shall appear in the Final Terms of the relevant Product as follows: **FlooredLevel(i, Strike, Floor(i))** means the Maximum between Level(i, Strike) and Floor(i).

And

- b) A Reference Formula in a Family of Reference Formulae in sections 4.1 to 4.27 below which does not contain a Cap or a Floor or a Leverage (a "**Base Reference Formula**"), can be used (i) with a Floor and in that case in the Final Terms of the relevant Product, it shall embed a Floor and its denomination will contain the word "Floored" (an "**Alternative Reference Formula**") or (ii) with a Cap and in that case in the Final Terms of the relevant Product, it shall embed a Cap and its denomination will contain the word "Capped" (an "**Alternative Reference Formula**") or (iii) with a Leverage and in that case in the Final Terms of the relevant Product, it shall embed a Leverage and its denomination will contain the word "Leverage" (an "**Alternative Reference Formula**"). In each case the Alternative Reference Formula shall be deemed to be part of the same Family of Reference Formulae as the Base Reference Formula and the impact of the addition of a Cap or a Floor or a Leverage shall be as described in 2) above.

Example:

Section 4.3 contains the following Reference Formula :

BasketLevel(i) means the Sum, for k from 1 to N, of the Product of W(i,k) and Level(i,k).

Such Reference Formula may also be used with a Cap and then reads as follows :

CappedBasketLevel(i,Cap) means the Minimum of Cap and BasketLevel(i), with BasketLevel meaning the Sum, for k from 1 to N, of the Product of W(i,k) and Level(i,k) as defined in Condition 4.3

Such Reference Formula may also be used with a Floor and then reads as follows :

FlooredBasketLevel(i,Floor) means the Maximum of Floor and BasketLevel(i), with BasketLevel meaning the Sum, for k from 1 to N, of the Product of W(i,k) and Level(i,k) as defined in Condition 4.3.

Such Reference Formula may also be used with a Leverage and then reads as follows:

LeverageBasketLevel(i,Leverage) means the Product of Leverage and BasketLevel(i), with BasketLevel meaning the Sum, for k from 1 to N, of the Product of W(i,k) and Level(i,k) as defined in Condition 4.3.

This Reference Formula may also be used with a Floor and a Cap as follows:

Capped FlooredBasketLevel(i, Cap, Floor) means the Minimum between (a) the Cap and (b) the Maximum between the Floor and BasketLevel(i)

3) Strike

A Reference Formula in a Family of Reference Formulae in sections 4.1 to 4.27 below which does not contain a Strike (a "**Base Reference Formula**"), can be used with a Strike and in that case in the Final Terms of the relevant Product, it shall embed a Strike and its denomination will contain the word "Strike" (an "**Alternative Reference Formula**"). In such case the Alternative Reference Formula shall be deemed to be part of the same Family of Reference Formulae as the Base Reference Formula. For the avoidance of doubt, this Strike shall replace the standard S(0) or S(0,k).

Example:

BestLevel(i) means the Maximum, for k from 1 to N, of Level(i,k), as defined in Condition 4.5 with Level(i,k) meaning $S(i,k) / S(0,k)$ as defined in Condition 4.1

Such Reference Formula may also be used with a Strike and then reads as follows :

BestLevel(i, Strike(1),...,Strike(N)) means the Maximum, for k from 1 to N, of Level(i,k,Strike(k)), as defined in Condition 4.5 with Level(i,k,Strike(k)) meaning $S(i,k) / \text{Strike}(k)$ as defined in Condition 4.1.

4) MaxTime, MinTime and other alternative features

When the denomination of a Reference Formula in a Family of Reference Formulae in sections 4.1 to 4.27 below contains the expression:

- "MaxTime", such Reference Formula is used to determine the running maximum (a) price, level or performance of one or more Underlyings or (b) fixing of a Reference Rate or (c) fixing of a foreign exchange rate over a period of time;
- "MinTime", such Reference Formula is used to determine the running minimum (a) price, level or performance of one or more Underlyings or (b) fixing of a Reference Rate or (c) fixing of a foreign exchange rate over a period of time;

- "SumTime", such Reference Formula is used to determine the sum of (a) prices, levels or performances of one or more Underlyings or (b) fixings of a Reference Rate or (c) fixing of a foreign exchange rate over a period of time;
- "AverageTime", such Reference Formula is used to determine the arithmetic average of (a) prices, levels or performances of one or more Underlyings or (b) the fixings of a Reference Rate or (c) fixing of a foreign exchange rate over a period of time;
- "Weighted", such Reference Formula is used to determine a weighted (a) price, level or performance of one or more Underlyings or (b) fixing of a Reference Rate or (c) fixing of a foreign exchange rate;
- "Ranked", such Reference Formula is used to determine a rank in (a) prices, levels or performances of one or more Underlyings or (b) fixings of a Reference Rate or (c) fixing of a foreign exchange rate;
- "Best", such Reference Formula is used to determine the best (a) price(s), level(s) or performance(s) of one or more Underlyings or (b) fixing(s) of a Reference Rate or (c) fixing of a foreign exchange rate;
- "Worst", such Reference Formula is used to determine the worst (a) price(s), level(s) or performance(s) of one or more Underlyings or (b) fixing(s) of a Reference Rate or (c) fixing of a foreign exchange rate;
- "Large", such Reference Formula is used to determine the largest (a) price(s), level(s) or performance(s) of one or more Underlyings or (b) fixing(s) of a Reference Rate or (c) fixing of a foreign exchange rate;
- "Small", such Reference Formula is used to determine the smallest (a) price(s), level(s) or performance(s) of one or more Underlyings or (b) fixing(s) of a Reference Rate or (c) fixing of a foreign exchange rate;
- "Average", such Reference Formula is used to determine the average (a) price(s), level(s) or performance(s) of more than one Underlyings or (b) fixing(s) of a Reference Rate, or (c) fixing(s) of a foreign exchange rate;

Notwithstanding the foregoing:

- a) in respect of a Product (i) a Reference Formula the denomination of which uses either "MaxTime", "MinTime", "SumTime", "AverageTime", "Weighted", "Ranked, Best", "Worst", "Large", "Small" or "Average" (each a "**Feature**") (a "**Base Reference Formula**"), can also be used with each other Feature and in that case its denomination in the applicable Final Terms of the relevant Product shall contain the relevant Feature (an "**Alternative Reference Formula**") provided that in each case the Alternative Reference Formula shall be deemed to be part of the same Family of Reference Formulae as the Base Reference Formula.
- b) Each "Feature" ("MaxTime", "MinTime", "SumTime", "AverageTime", "Weighted", "Ranked", "Best", "Worst", "Large", "Small" or "Average") can be added to any Reference Formula (a "**Base Reference Formula**") in a Family of Reference Formulae in sections 4.1 to 4.27 below. In that case its denomination in the Final Terms of the relevant Product shall contain the relevant Feature (an "**Alternative Reference Formula**") provided that in each case the Alternative Reference Formula shall be deemed to be part of the same Family of Reference Formulae as the Base Reference Formula.

Example:

Section 4.9 contains the following Reference Formula:

AverageTimeLevel(t) means the Arithmetic Average for *i* from 1 to *t*, of Level(*i*).

Such Reference Formula may also be used with a "MaxTime" and then reads as follows:

MaxTimeAverageTimeLevel(t) means the Maximum, for i from 1 to t , of **AverageTimeLevel(i)**, as defined in Condition 4.9 below.

5) One / Several Underlyings

Any Reference Formula of a Family of Reference Formulae in sections 4.1 to 4.27 below for Products that have more than one Underlyings and expressed as "Performance (i,k)" (a "**Base Reference Formula**") can also be used for Products that have one Underlying only and be expressed as "Performance(i)" or "Level(i)" (an "**Alternative Reference Formula**") provided that in each case the Alternative Reference Formula shall be deemed to be part of the same Family of Reference Formulae as the Base Reference Formula.

In addition any Reference Formula of a Family of Reference Formulae in sections 4.1 to 4.27 below for Products that have more than one Underlying can be used either on the whole basket of the N Underlyings or on a sub-basket of such whole basket. In this case, the prefix "Sub" will be added to the Reference Formula as described below:

The prefix "Sub" can be added to any Reference Formula (a "**Base Reference Formula**") in a Family of Reference Formulae in sections 4.26 to 4.27 below. In that case its denomination in the Final Terms of the relevant Product shall contain the prefix "Sub" (an "**Alternative Reference Formula**") provided that in each case the Alternative Reference Formula shall be deemed to be part of the same Family of Reference Formulae as the Base Reference Formula.

Example:

AverageBasketLevel(i) means the Arithmetic Average, for k from 1 to N , of **Level(i, k)**.

WorstPrice(i) means the Minimum, for k from 1 to N of **Price(i,k)**.

By introducing the notion of "Sub", it becomes:

SubAverageBasketLevel(i, SubN) means the Arithmetic Average, for k from 1 to SubN, of **Level(i, k)**.

SubWorstPrice(i, SubN) means the Minimum, for k from 1 to SubN of **Price(i,k)**.

6) Level, Performance of FX underlying

When the denomination of a Reference Level or a Reference Performance (a "Base Reference Formula") in a Family of Reference Formulae in sections 4.1 to 4.27 below is applied to a foreign exchange rate underlying, the Level or Performance retained to calculate a Product Amount may be expressed in a standard version like in sections 4.0 to 4.27 below or, as the case may be, as follows:

FXLevel(i) means $(S(i) / S(0))$ or, **FXLevel(i)** means $1 / (S(i) / S(0))$, which may also be written as $(S(0) / S(i))$

FXPerformance(i) means $(S(i) / S(0)) - 100\%$ or, **FXPerformance(i)** means $(1 / (S(i) / S(0))) - 100\%$, which may also be written as $(S(0) / S(i)) - 100\%$

FXLevel(i,k) means $(S(i,k) / S(0,k))$ or, **FXLevel(i,k)** means $1 / (S(i,k) / S(0,k))$, which may also be written as $(S(0,k) / S(i,k))$

FXPerformance(i,k) means $(S(i,k) / S(0,k)) - 100\%$ or, **FXPerformance(i,k)** means $(1 / (S(i,k) / S(0,k))) - 100\%$, which may also be written as $(S(0,k) / S(i,k)) - 100\%$

In the case of a basket of underlyings:

FXBasketPerformance(i) means $100\% - \text{BasketLevel}(i)$

FXAverageBasketPerformance(i) means $100\% - \text{AverageBasketLevel}(i)$.

In that case the denomination in the Final Terms of the relevant Product shall contain the word "FX" (an "Alternative Reference Formula") provided that in each case the Alternative Reference Formula shall be deemed to be part of the same Family of Reference Formulae as the Base Reference Formula.

Example:

Section 4.5 contains the following Reference Formula: **BestPerformance(i)** means the Maximum, for k from 1 to N, of Performance(i,k). The same Reference Formula may be applied to FX underlyings and is then expressed in the Final Terms as follows:

BestFXPerformance(i) means the Maximum, for k from 1 to N, of FXPerformance(i,k), with FXPerformance(i,k) means $100\% - (S(i,k) / S(0,k))$

Or : **BestFXPerformance(i)** means the Maximum, for k from 1 to N, of FXPerformance(i,k), with FXPerformance(i,k) means $(S(0,k) / S(i,k)) - 100\%$

7) Valuation Date and Schedule

Depending on the cases, a ReferenceFormula may be linked to Valuation Dates, Relevant Valuation Dates (abbreviated as "RVD") or Schedules ({Schedule(i)}) as specified in the applicable Final Terms. A Schedule means (i) any Valuation Dates(s) or Relevant Valuation Dates(s) or any other Date(s) enumerated in the applicable Final Terms, (ii) or any Valuation Date(s) or Relevant Valuation Date(s) or any other date(s) included in a period defined in the applicable Final Terms.

a) Case of a Valuation Date

When a Valuation Date (abbreviated as "VD") belonging to a schedule defined in the section of the definitions related to dates is necessary, it has to be associated to a ReferenceFormula as follows :

ReferenceFormula(i) may also be written ReferenceFormula(VD(i)):

- ReferenceFormula(VD(i)) refers to the considered Valuation Date(i)

Illustration 1 :

MaxTimeLevel(t) means the Maximum, for i from 1 to t, of Level(i).

By introducing the notion of Quarterly Valuation Date (abbreviated as "QVD"), it becomes :

MaxTimeLevel(QVD(t)) means the Maximum, for i from 1 to t, of Level(QVD(i)).

Illustration 2 :

MinTimeLevel(i) means the Minimum, for k from 1 to N, of Level(i,k).

By introducing the notion of Daily Valuation Date (abbreviated as “DVD”) :

MinTimeLevel(DVD(i)) means the Minimum, for k from 1 to N, of Level(DVD(i),k)

b) Case of a Schedule

When a Schedule is necessary, it has to be associated to a ReferenceFormula as follows :

The Schedule may be indexed over time so as to switch from ReferenceFormula(i) to ReferenceFormula({Schedule(i)}):

- ReferenceFormula({Schedule(i)}) refers to any Dates belonging to the considered Schedule(i).

Illustration 1 :

MaxTimeLevel(t) means the Maximum, for i from 1 to t, of Level(i).

By introducing the notion of Schedule, it becomes :

MaxTimeLevel({Schedule(i)}) means the Maximum, for any t belonging to Schedule(i), of Level(t).

Illustration 2 :

AverageTimePerformance(i) means the Arithmetic Average, for t from 1 to i, of Performance(t).

Becomes:

AverageTimePerformance({Schedule(i)}) means the Arithmetic Average, for any t belonging to the Schedule(i), of Performance(t).

8) FXRate

Any Reference Formulae of a Family of Reference Formulae in sections 4.0 to 4.27 below may be modified by dividing and/or multiplying with the FXRate as follows:

Reference Formulae [x FXRate(t1)] [/ FXRate(t2)]

4.0 Definition of S, SI and FxRate

S(i) or **S(i,k)** means the Reference Price in respect of any Valuation Date(i):

- a) If the Underlying (respectively Underlying(k)) is a Share, an Index, a SGI Index, a Depositary Receipt (DR), a Dividend, an Exchange Traded Fund (ETF), an Exchange Traded Product (ETP), a Commodity Index, a Fund, a Foreign Exchange Rate, an Inflation Index, a Non Equity Security or a Future, the relevant Exchange Reference Price as of such date (i) (as if such day (i) were a Valuation Date for the purpose of the Additional Terms and Conditions relating to such Underlying (respectively Underlying(k)));
- b) If the Underlying (respectively Underlying(k)) is a Commodity, the relevant Commodity Reference Price as defined in the Additional Terms and Conditions for Commodity Linked Warrants as of such date (i) (as if such day (i) were a Valuation Date for the purpose of the Additional Terms and Conditions relating to such Underlying (respectively Underlying(k)));
- c) If the Underlying (respectively Underlying(k)) is a Reference Rate, the relevant Reference Rate Fixing as defined in the relevant Additional Terms and Conditions for Reference Rate Linked Warrants as of such date (i) (as if such day (i) were a Valuation Date for the purpose of the Additional Terms and Conditions relating to such Underlying (respectively Underlying(k)));
- d) If the Underlying (respectively Underlying(k)) is a CDS Spread, the CDS Spread as defined in Part D (*Additional Provisions related to CDS Spread*) Additional Terms and Conditions for Credit Linked Warrants;
- e) If the Underlying (respectively Underlying (k)) is a Portfolio, the Portfolio Level as defined in the Additional Terms and Conditions for Portfolio Linked Warrants.

Exchange Reference Price means, in respect of any date (i) and any Underlying (respectively Underlying(k)) which is a Share, an Index, a SGI Index, a Depositary Receipt (DR), a Dividend, an Exchange Traded Fund (ETF), an Exchange Traded Product (ETP), a Commodity Index, a Fund, a Foreign Exchange Rate, an Inflation Index, a Non Equity Security or a Future, as specified in the applicable Final Terms:

- a) If option "**Closing Price**" is applicable, the Closing Price of such Underlying (respectively Underlying(k)) as defined in the relevant Additional Terms and Conditions for the Underlying(s) as of such date (i) (as if such day (i) were a Valuation Date for the purpose of the Additional Terms and Conditions relating to such Underlying (respectively Underlying(k)));
- b) If option "**TWAP**" is applicable, the time weighted average price of such Underlying (respectively Underlying(k)) on such day (i), calculated between the TWAPStartTime (as defined in the applicable Final Terms) and the TWAPEndTime (as defined in the applicable Final Terms), as determined by the Calculation Agent;
- c) If option "**VWAP**" is applicable, the volume weighted average price of such Underlying (respectively Underlying(k)) on such day (i), calculated between the VWAPStartTime (as defined in the applicable Final Terms) and the VWAPEndTime (as defined in the applicable Final Terms), as determined by the Calculation Agent;
- d) If option "**Best Effort**" is applicable, any of the above options, provided that the Exchange Reference Price will correspond to the Exchange Reference Price that would be actually obtained by Société Générale (or any of its affiliates) if it were to hedge such Exchange Reference Price on the relevant underlying exchanges, as determined by the Calculation Agent;
- e) If option "**Bid-Ask Spread**" is applicable, then:
 - a. if the relevant Exchange Reference Price is determined by reference to purchase order because of an increased exposure of the Warrant to such Underlying (respectively Underlying(k)), the resulting Exchange Reference Price shall be

further adjusted and multiplied by $(1 + \text{SpreadMidAsk})$ (SpreadMidAsk being defined in the applicable Final Terms); and

- b. if the relevant Exchange Reference Price is determined by reference to sell order because of a decreased exposure of the Warrant to such Underlying (respectively Underlying(k)), the resulting Exchange Reference Price shall be further adjusted and multiplied by $(1 - \text{SpreadBidMid})$ (SpreadBidMid being defined in the applicable Final Terms);
- f. If option "**Opening Price**" is applicable, the Opening Price of such Underlying (respectively Underlying(k)) as defined in the relevant Additional Terms and Conditions for the Underlying(s) as of such date (i) (as if such day (i) were a Valuation Date for the purpose of the Additional Terms and Conditions relating to such Underlying (respectively Underlying(k)));
- g. If option "**Fixing Price**" is applicable, the [price][level][Intraday Price] of such Underlying (respectively Underlying(k)) [as defined in the relevant Additional Terms and Conditions for the Underlying(s)] as of such date (i) and as of the ReferenceFixingTime (as if such day (i) were a Valuation Date for the purpose of the Additional Terms and Conditions relating to such Underlying (respectively Underlying(k))).

Provided that, (1) if so provided in the applicable Final Terms, any of one of the above options may be applied in a different manner in respect of different Valuation Dates as of which such Exchange Reference Price is determined by the Calculation Agent and (2) if no Option is explicitly provided in the applicable Final Terms, the option "Closing Price" shall be deemed to have been specified as being applicable.

SI(i) or **SI(i,k)** means in respect of any Valuation Date(i) and for an Underlying (respectively an Underlying(k)) which is a Share, an Index, a Depositary Receipt, an Exchange Traded Fund (ETF), a Commodity, an ETP, a Foreign Exchange Rate, a Non Equity Security or a Future, the Intraday Price as defined in the relevant Additional Terms and Conditions for the Underlying(s).

FxRate or **FxRate(i)** or **FXRate(i, X, Y, Price Source, Substitute Price Source, Valuation Time)** means in respect of any Valuation Date(i), the fixing of the foreign exchange rate expressed as X/Y (X and Y are currencies) as ascertained by the Calculation Agent based on the Price Source (as such term is defined in the relevant Additional Terms and Conditions for Foreign Exchange Rate Linked Warrants) as of the Valuation Time (as such term is defined in the relevant Additional Terms and Conditions for Foreign Exchange Rate Linked Warrants) provided that if no Valuation Time is specified in the applicable Final Terms, Valuation Time is deemed to be the cut-off time commonly used by market participants for this Price Source. If (a) the Price Source (or any page that may be substituted for it) is not available or (b) the fixing of the foreign exchange rate is not available on the Price Source at the Valuation Time, the fixing shall be the foreign exchange rate expressed as X/Y (X and Y are currencies) as ascertained by the Calculation Agent based on the Substitute Price Source (as such term is defined in the relevant Additional Terms and Conditions for Foreign Exchange Rate Linked Warrants) at the Valuation Time, failing which if, on the Valuation Date(i) at the Valuation Time, (a) there is no Substitute Price Source defined in the applicable Final Terms, (b) the Substitute Price Source (or any page that may be substituted for it) is not available or (c) the fixing of such foreign exchange rate is not available on the Substitute Price Source at the Valuation Time, then the fixing for the foreign exchange rate will be determined by the Calculation Agent, at its sole discretion, acting in good faith and commercially reasonable manner. For the avoidance of doubt, FxRate or FxRate(i) or FXRate(i, X, Y, Price Source, Substitute Price Source, Valuation Time) will not be used to determine the Closing Price of an Underlying that is a Foreign Exchange Rate.

Variable Data:

ReferenceFixingTime
 SpreadMidAsk
 SpreadBidMid
 TWAPStartTime
 TWAPEndTime
 VWAPStartTime
 VWAPEndTime

These Variable Data are defined under Condition 5.4 herein.

4.1 Family of « SimpleLevel »

Characteristic of this Family of Reference Formula(e): the Reference Formulae of this Family of Reference Formula(e) determine the Price, the Level or the Performance of an Underlying.

For Warrants indexed on one Underlying:

Price(i) means $S(i)$ for Underlyings other than Reference Rate.

Performance(i) means $(S(i) / S(0)) - 100\%$.

ReversePerformance(i) means $100\% - (S(0) / S(i))$

Level(i) means $(S(i) / S(0))$.

ReverseLevel(i) means $(S(0) / S(i))$

Performance(i, Strike) means $(S(i) / \text{Strike}) - 100\%$.

LeveragePerformance(i, Leverage) means $(S(i) / S(0) - 100\%) \times \text{Leverage}$.

Level(i, Strike) means $(S(i) / \text{Strike})$.

LeverageLevel(i, Leverage) means $(S(i) / S(0)) \times \text{Leverage}$.

IrrLevel(i) means $(S(i) / S(0)) / i$.

IrrLevel(i, [p][Mat]) means $\text{POW}(S(i)/S(0) ; 1 / [p][\text{Mat}])$.

CappedLevel(i, Strike, Cap(i)) means the Minimum between Level(i, Strike) and Cap(i).

FlooredPerformance(i, Strike, Floor(i)) means the Maximum between Performance(i, Strike) and Floor(i).

IrrPerformance(i) means $(S(i) / S(0) - 100\%) / i$.

IrrPerformance(i, [p][Mat]) means $\text{POW}(S(i)/S(0) ; 1 / [p][\text{Mat}]) - 100\%$.

CappedPerformance(i, Strike, Cap(i)) means the Minimum between Performance(i, Strike) and Cap(i).

FlooredLevel(i, Strike, Floor(i)) means the Maximum between Level(i, Strike) and Floor(i).

DivYield(i) means $\text{POW}((S(i) / S(0)) \times (1 - \text{Div}) ; \text{RVD}(i))$

For Warrants indexed on more than one Underlying:

Price(i,k) means $S(i,k)$ for Underlyings other than Reference Rate.

Performance(i,k) means $(S(i,k) / S(0,k)) - 100\%$.

ReversePerformance(i,k) means $100\% - (S(0,k) / S(i,k))$.

Level(i,k) means $(S(i,k) / S(0,k))$.

ReverseLevel(i,k) means $(S(0,k) / S(i,k))$.

Performance(i, k, Strike(k)) means $(S(i,k) / \text{Strike}(k)) - 100\%$.

LeveragePerformance(i, k, Leverage) means $(S(i,k) / S(0,k) - 100\%) \times \text{Leverage}$.

Level(i, k, Strike(k)) means $(S(i,k) / \text{Strike}(k))$.

LeverageLevel(i, k, Leverage) means $(S(i,k) / S(0,k)) \times \text{Leverage}$.

IrrLevel(i, k) means $(S(i, k) / S(0, k)) / i$.

IrrLevel(i, k, [p][Mat]) means $\text{POW}(S(i,k) / S(0,k) ; 1 / [p][\text{Mat}])$.

IrrPerformance(i, k) means $(S(i, k) / S(0, k) - 100\%) / i$.

IrrPerformance(i, k, [p][Mat]) means $\text{POW}(S(i,k) / S(0,k) ; 1 / [p][\text{Mat}]) - 100\%$.

FlooredLevel(i, k, Strike(k), Floor(i,k)) means the Maximum between $\text{Level}(i,k,\text{Strike}(k))$ and $\text{Floor}(i,k)$.

CappedLevel(i, k, Strike(k), Cap(i,k)) means the Minimum between $\text{Level}(i,k,\text{Strike}(k))$ and $\text{Cap}(i,k)$.

FlooredPerformance(i, k, Strike(k), Floor(i,k)) means the Maximum between $\text{Performance}(i,k,\text{Strike}(k))$ and $\text{Floor}(i,k)$.

CappedPerformance(i, k, Strike(k), Cap(i,k)) means the Minimum between $\text{Performance}(i, k, \text{Strike}(k))$ and $\text{Cap}(i,k)$.

DivYield(i,k) means $\text{POW}((S(i,k) / S(0,k)) \times (1 - \text{Div}) ; \text{RVD}(i,k))$.

For the Family of Barrier Products where a leverage is defined for the Final Settlement Price formula, a specific LeveragePercentage will be defined in the applicable Final Terms and the Strike (or Barrier) will be defined as follows:

If the Warrants are indexed on one Underlying: $\text{Strike (or Barrier)} = \text{LeveragePercentage} \times S(i)$.

If the Warrants are indexed on more than one Underlying: $\text{Strike (or Barrier)} = \text{LeveragePercentage} \times S(i,k)$.

4.2 Family of « RankedLevel »

Characteristic of this Family of Reference Formula(e): the Reference Formulae of this Family of Reference Formula(e) used only for Products having several Underlyings sort Underlyings based on their respective Levels in respect of a Valuation Date.

RankedLevel(i,k) means in respect of Valuation Date(i), the Level of the Underlying having the k-th ranking within a Basket made of N Underlyings (sorted from the smallest to the largest Levels). For the avoidance of doubt, $\text{RankedLevel}(i,1) = \text{Min}(s \text{ from } 1 \text{ to } N) \text{ Level}(i,s) \leq \dots \leq \text{RankedLevel}(i,N) = \text{Max}(s \text{ from } 1 \text{ to } N) \text{ Level}(i,s)$.

WeightedRankedLevel(i, RW(i,1), ..., RW(i,N)) means the Sum, for k from 1 to N, of the Product of $\text{RW}(i,k)$ and $\text{RankedLevel}(i,k)$.

MaxTimeRankedLevel(t1, t2, RW(i,1), ..., RW(i,N)) means the Maximum, for i from t1 to t2, of $\text{WeightedRankedLevel}(i, \text{RW}(i,1), \dots, \text{RW}(i,N))$.

MinTimeRankedLevel(t1, t2, RW(i,1), ..., RW(i,N)) means the Minimum, for i from t1 to t2, of $\text{WeightedRankedLevel}(i, \text{RW}(i,1), \dots, \text{RW}(i,N))$.

SumTimeRankedLevel(t1, t2, RW(i,1), ..., RW(i,N)) means the Sum, for i from t1 to t2, of $\text{WeightedRankedLevel}(i, \text{RW}(i,1), \dots, \text{RW}(i,N))$.

AverageTimeRankedLevel(t1, t2, RW(i,1), ..., RW(i,N)) means the Arithmetic Average, for i from t1 to t2, of $\text{WeightedRankedLevel}(i, \text{RW}(i,1), \dots, \text{RW}(i,N))$.

4.3 Family of « BasketLevel »

Characteristic of this Family of Reference Formula(e): the Reference Formulae of this Family of Reference Formula(e) determine a Basket Level and the maximum or minimum Basket Level or the sum or running average of Basket Levels over a period of time.

BasketLevel(i) means the Sum, for k from 1 to N, of the Product of $\text{W}(i,k)$ and $\text{Level}(i,k)$.

SumBasketLevel(i) means the Sum, for k from 1 to N, of $\text{Level}(i,k)$.

AverageBasketLevel(i) means the Arithmetic Average, for k from 1 to N, of $\text{Level}(i, k)$.

MaxTimeBasketLevel(t1, t2) means the Maximum, for i from t1 to t2, of $\text{BasketLevel}(i)$.

MinTimeBasketLevel(t1, t2) means the Minimum, for i from t1 to t2, of $\text{BasketLevel}(i)$.

SumTimeBasketLevel(t1, t2) means the Sum, for i from t1 to t2, of $\text{BasketLevel}(i)$.

AverageTimeBasketLevel(t1, t2) means the Arithmetic Average, for i from t1 to t2, of $\text{BasketLevel}(i)$.

AverageTimeAverageBasketLevel(t1, t2) means the Arithmetic Average, for i from t1 to t2, of $\text{AverageBasketLevel}(i)$.

MaxTimeBasketLevel(t) means the Maximum, for i from 1 to t, of $\text{BasketLevel}(i)$.

MinTimeBasketLevel(t) means the Minimum, for i from 1 to t, of $\text{BasketLevel}(i)$.

SumTimeBasketLevel(t) means the Sum, for i from 1 to t, of $\text{BasketLevel}(i)$.

AverageTimeBasketLevel(t) means the Arithmetic Average, for i from 1 to t, of $\text{BasketLevel}(i)$.

AverageTimeAverageBasketLevel(t) means the Arithmetic Average, for i from 1 to t, of $\text{AverageBasketLevel}(i)$.

4.4 Family of « **BasketPerformance** »

Characteristic of this Family of Reference Formula(e): the Reference Formulae of this Family of Reference Formula(e) determine a Basket Performance and the maximum or minimum Basket Performance or the sum or arithmetic average Performances of the Basket over a period of time.

BasketPerformance(i) means the Sum, for k from 1 to N, of the Product of W(i,k) and Performance(i,k).

SumBasketPerformance(i) means the Sum, for k from 1 to N, of Performance(i,k)

BasketRestrikePerformance(i) means the Sum, for k from 1 to N, of the Product of W(i,k) and RestrikePerformance(i,k).

AverageBasketPerformance(i) means the Arithmetic Average, for k from 1 to N, of Performance(i, k).

MaxTimeBasketPerformance(t1, t2) means the Maximum, for i from t1 to t2, of BasketPerformance(i).

MinTimeBasketPerformance(t1, t2) means the Minimum, for i from t1 to t2, of BasketPerformance(i).

SumTimeBasketPerformance(t1, t2) means the Sum, for i from t1 to t2, of BasketPerformance(i).

AverageTimeBasketPerformance(t1, t2) means the Arithmetic Average, for i from t1 to t2, of BasketPerformance(i).

AverageTimeAverageBasketPerformance(t1, t2) means the Arithmetic Average, for i from t1 to t2, of AverageBasketPerformance(i).

MaxTimeBasketPerformance(t) means the Maximum, for i from 1 to t, of BasketPerformance(i).

MinTimeBasketPerformance(t) means the Minimum, for i from 1 to t, of BasketPerformance(i).

SumTimeBasketPerformance(t) means the Sum, for i from 1 to t, of BasketPerformance(i).

AverageTimeBasketPerformance(t) means the Arithmetic Average, for i from 1 to t, of BasketPerformance(i).

AverageTimeAverageBasketPerformance(t) means the Arithmetic Average, for i from 1 to t, of AverageBasketPerformance(i).

4.5 Family of « **BestLevel** »

Characteristic of this Family of Reference Formula(e): the Reference Formulae of this Family of Reference Formula(e) determine, in respect of Products having several Underlyings, the Underlying, among several Underlyings, with the best Level (or the best Performance) in respect of a Valuation Date or over a period of time.

BestPrice(i) means the Maximum, for k from 1 to N, of Price(i,k).

BestPerformance(i) means the Maximum, for k from 1 to N, of Performance(i,k).

BestLevel(i) means the Maximum, for k from 1 to N, of Level(i,k). For the avoidance of doubt, BestLevel(i) is equal to RankedLevel(i,N).

BestPerformance(i, Strike(1), ..., Strike(N)) means the Maximum, for k from 1 to N, of Performance(i, k, Strike(k)).

BestLevel(i, Strike(1), ..., Strike(N)) means the Maximum, for k from 1 to N, of Level(i, k, Strike(k)).

LeverageBestPerformance(i, Leverage(1), ..., Leverage(N)) means the Maximum, for k from 1 to N, of LeveragePerformance(i, k, Leverage(k)).

LeverageBestLevel(i, Leverage(1), ..., Leverage(N)) means the Maximum, for k from 1 to N, of LeverageLevel(i, k, Leverage(k)).

MaxTimeBestPerformance(t) means the Maximum, for i from 1 to t, of BestPerformance(i).

MinTimeBestPerformance(t) means the Minimum, for i from 1 to t, of BestPerformance(i).

SumTimeBestPerformance(t) means the Sum, for i from 1 to t, of BestPerformance(i).

AverageTimeBestPerformance(t) means the Arithmetic Average, for i from 1 to t, of BestPerformance(i).

MaxTimeBestLevel(t) means the Maximum, for i from 1 to t, of BestLevel(i).

MinTimeBestLevel(t) means the Minimum, for i from 1 to t, of BestLevel(i).

SumTimeBestLevel(t) means the Sum, for i from 1 to t, of BestLevel(i).

AverageTimeBestLevel(t) means the Arithmetic Average, for i from 1 to t, of BestLevel(i).

4.6 Family of « WorstLevel »

Characteristic of this Family of Reference Formula(e): the Reference Formulae of this Family of Reference Formula(e) determine the Underlying with the worst Level (or the worst Performance) in respect of a Valuation Date or over a period of time (or the worst Level or the worst Performance of the Underlying in respect of a Valuation Date or over a period of time).

WorstPrice(i) means the Minimum, for k from 1 to N of Price(i,k).

WorstPerformance(i) means the Minimum, for k from 1 to N, of Performance(i,k).

WorstLevel(i) means the Minimum, for k from 1 to N of, Level(i,k). For the avoidance of doubt, WorstLevel(i) is equal to RankedLevel(i,1).

WorstPerformance(i, Strike(1), ..., Strike(N)) means the Minimum, for k from 1 to N, of Performance(i, k, Strike(k)).

WorstLevel(i, Strike(1), ..., Strike(N)) means the Minimum, for k from 1 to N, of Level(i, k, Strike(k)).

LeverageWorstPerformance(i, Leverage(1), ..., Leverage(N)) means the Minimum, for k from 1 to N, of LeveragePerformance(i, k, Leverage(k)).

LeverageWorstLevel(i, Leverage(1), ..., Leverage(N)) means the Minimum, for k from 1 to N, of LeverageLevel(i, k, Leverage(k)).

MaxTimeWorstPerformance(t) means the Maximum, for i from 1 to t, of WorstPerformance(i).

MinTimeWorstPerformance(t) means the Minimum, for i from 1 to t, of WorstPerformance(i).

SumTimeWorstPerformance(t) means the Sum, for i from 1 to t, of WorstPerformance(i).

AverageTimeWorstPerformance(t) means the Arithmetic Average, for i from 1 to t , of $WorstPerformance(i)$.

MaxTimeWorstLevel(t) means the Maximum, for i from 1 to t , of $WorstLevel(i)$.

MinTimeWorstLevel(t) means the Minimum, for i from 1 to t , of $WorstLevel(i)$.

SumTimeWorstLevel(t) means the Sum, for i from 1 to t , of $WorstLevel(i)$.

AverageTimeWorstLevel(t) means the Arithmetic Average, for i from 1 to t , of $WorstLevel(i)$.

4.7 Family of « LargeLevel »

Characteristic of this Family of Reference Formula(e): the Reference Formulae of this Family of Reference Formula(e) determine the Underlying(s) with the highest Level(s) or Performance(s) in respect of a Valuation Date or over a period of time (or the highest Level or Performance of the Underlying in respect of a Valuation Date or over a period of time).

LargeLevel(i,m) means the Sum, for k from $N-m+1$ to N , of $RankedLevel(i,k)$. For the avoidance of doubt, $LargeLevel(i,1) = RankedLevel(i,N) = BestLevel(i)$.

AveragingLargeLevel(i,m) means the Ratio of $LargeLevel(i,m)$ and m .

AverageLargeLevel(i,m) means the Arithmetic Average, for k from $N-m+1$ to N , of $LargeLevel(i,k)$.

MaxTimeLargeLevel(t,m) means the Maximum, for i from 1 to t , of $LargeLevel(i,m)$.

MinTimeLargeLevel(t,m) means the Minimum, for i from 1 to t , of $LargeLevel(i,m)$.

SumTimeLargeLevel(t,m) means the Sum, for i from 1 to t , of $LargeLevel(i,m)$.

AverageTimeLargeLevel(t,m) means the Arithmetic Average, for i from 1 to t , of $LargeLevel(i,m)$.

4.8 Family of « SmallLevel »

Characteristic of this Family of Reference Formula(e): the Reference Formulae of this Family of Reference Formula(e) determine, in respect of Products having several Underlyings, the Underlying(s) with the smallest Level(s) (or Performance(s)) in respect of a Valuation Date or over a period of time.

SmallLevel(i,m) means the Sum, for k from 1 to m , of $RankedLevel(i,k)$. For the avoidance of doubt, $SmallLevel(i,1) = RankedLevel(i,1) = WorstLevel(i)$.

AveragingSmallLevel(i,m) means the Ratio of $SmallLevel(i,m)$ and m .

AverageSmallLevel(i,m) means the Arithmetic Average, for k from 1 to m , of $SmallLevel(i,k)$.

MaxTimeSmallLevel(t,m) means the Maximum, for i from 1 to t , of $SmallLevel(i,m)$.

MinTimeSmallLevel(t,m) means the Minimum, for i from 1 to t , of $SmallLevel(i,m)$.

SumTimeSmallLevel(t,m) means the Sum, for i from 1 to t , of $SmallLevel(i,m)$.

AverageTimeSmallLevel(t,m) means the Arithmetic Average, for i from 1 to t , of $SmallLevel(i,m)$.

4.9 Family of « TimeLevel »

Characteristic of this Family of Reference Formula(e): the Reference Formulae of this Family of Reference Formula(e) determine the maximum or minimum Price, Level or Performance of an Underlying, the running sum or average of the Price, Level or Performance of an Underlying over a period of time.

MaxTimeLevel(t) means the Maximum, for i from 1 to t, of Level(i).

MinTimeLevel(t) means the Minimum, for i from 1 to t, of Level(i).

SumTimeLevel(t) means the Sum, for i from 1 to t, of Level(i).

AverageTimeLevel(t) means the Arithmetic Average, for i from 1 to t, of Level(i).

MaxTimeLevel(t,k) means the Maximum, for i from 1 to t, of Level(i,k).

MinTimeLevel(t,k) means the Minimum, for i from 1 to t, of Level(i,k).

SumTimeLevel(t,k) means the Sum, for i from 1 to t, of Level(i,k).

AverageTimeLevel(t,k) means the Arithmetic Average, for i from 1 to t, of Level(i,k).

FlooredMinTimeLevel(t,k) means, for i from 1 to t, the Maximum between MinTimeLevel(i,k) and Floor(k).

CappedMaxTimeLevel(t,k) means, for i from 1 to t, the Minimum between MaxTimeLevel(i,k) and Cap(k).

MaxTimeLevel(t1,t2) means the Maximum, for i from t1 to t2, of Level(i).

MinTimeLevel(t1,t2) means the Minimum, for i from t1 to t2, of Level(i).

SumTimeLevel(t1,t2) means the Sum, for i from t1 to t2, of Level(i).

AverageTimeLevel(t1,t2) means the Arithmetic Average, for i from t1 to t2, of Level(i).

MaxTimeLevel(t1,t2,k) means the Maximum, for i from t1 to t2, of Level(i,k).

MinTimeLevel(t1,t2,k) means the Minimum, for i from t1 to t2, of Level(i,k).

SumTimeLevel(t1,t2,k) means the Sum, for i from t1 to t2, of Level(i,k).

AverageTimeLevel(t1,t2,k) means the Arithmetic Average, for i from t1 to t2, of Level(i,k).

MaxTimePerformance(t) means the Maximum, for i from 1 to t, of Performance(i).

MinTimePerformance(t) means the Minimum, for i from 1 to t, of Performance(i).

SumTimePerformance(t) means the Sum, for i from 1 to t, of Performance(i).

AverageTimePerformance(t) means the Arithmetic Average, for i from 1 to t, of Performance(i).

MaxTimePerformance(t,k) means the Maximum, for i from 1 to t, of Performance(i,k).

MinTimePerformance(t,k) means the Minimum, for i from 1 to t, of Performance(i,k).

SumTimePerformance(t,k) means the Sum, for i from 1 to t, of Performance(i,k).

AverageTimePerformance(t,k) means the Arithmetic Average, for i from 1 to t, of Performance(i,k).

FlooredMinTimePerformance(t,k) means, for i from 1 to t, the Maximum between MinTimePerformance(i,k) and Floor(k).

CappedMaxTimePerformance(t,k) means, for i from 1 to t, the Minimum between MaxTimePerformance(i,k) and Cap(k).

MaxTimePerformance(t1,t2) means the Maximum, for i from t1 to t2, of Performance(i).

MinTimePerformance(t1,t2) means the Minimum, for i from t1 to t2, of Performance(i).

SumTimePerformance(t1,t2) means the Sum, for i from t1 to t2, of Performance(i).

AverageTimePerformance(t1,t2) means the Arithmetic Average, for i from t1 to t2, of Performance(i).

MaxTimePerformance(t1,t2,k) means the Maximum, for i from t1 to t2, of Performance(i,k).

MinTimePerformance(t1,t2,k) means the Minimum, for i from t1 to t2, of Performance(i,k).

SumTimePerformance(t1,t2,k) means the Sum, for i from t1 to t2, of Performance(i,k).

AverageTimePerformance(t1,t2,k) means the Arithmetic Average, for i from t1 to t2, of Performance(i,k).

MaxTimePrice(t) means the Maximum, for i from 1 to t, of Price(i).

MinTimePrice(t) means the Minimum, for i from 1 to t, of Price(i).

SumTimePrice(t) means the Sum, for i from 1 to t, of Price(i).

AverageTimePrice(t) means the Arithmetic Average, for i from 1 to t, of Price(i).

MaxTimePrice(t,k) means the Maximum, for i from 1 to t, of Price(i,k).

MinTimePrice(t,k) means the Minimum, for i from 1 to t, of Price(i,k).

SumTimePrice(t,k) means the Sum, for i from 1 to t, of Price(i,k).

AverageTimePrice(t,k) means the Arithmetic Average, for i from 1 to t, of Price(i,k).

MaxTimePrice(t1,t2) means the Maximum, for i from t1 to t2, of Price(i).

MinTimePrice(t1,t2) means the Minimum, for i from t1 to t2, of Price(i).

SumTimePrice(t1,t2) means the Sum, for i from t1 to t2, of Price(i).

AverageTimePrice(t1,t2) means the Arithmetic Average, for i from t1 to t2, of Price(i).

MaxTimePrice(t1,t2,k) means the Maximum, for i from t1 to t2, of Price(i,k).

MinTimePrice(t1,t2,k) means the Minimum, for i from t1 to t2, of Price(i,k).

SumTimePrice(t1,t2,k) means the Sum, for i from t1 to t2, of Price(i,k).

AverageTimePrice(t1,t2,k) means the Arithmetic Average, for i from t1 to t2, of Price(i,k).

4.10 Family of « RankedTime »

Characteristic of this Family of Reference Formula(e): the Reference Formulae of this Family of Reference Formula(e) sort, in respect of Products having several Underlyings, Underlyings based on their respective MaxTimeLevels, MinTimeLevels, SumTimeLevels or AverageTimeLevels (determined by applying a Reference Formula of the Family of Reference Formulae "Time Level") in respect of a Valuation Date or over a period of time.

RankedMaxTimeLevel(i,k) means in respect of Valuation Date(i), the ranking of Underlyings based on their respective MaxTimeLevel from the smallest value to the largest value. For the avoidance of doubt, $\text{RankedMaxTimeLevel}(i,1) = \text{Min}(s \text{ from } 1 \text{ to } N) \text{ MaxTimeLevel}(i,s) \leq \dots \leq \text{RankedMaxTimeLevel}(i,N) = \text{Max}(s \text{ from } 1 \text{ to } N) \text{ MaxTimeLevel}(i,s)$.

RankedMinTimeLevel(i,k) means in respect of Valuation Date(i), the ranking of Underlyings based on their respective MinTimeLevel from the smallest value to the largest value. For the avoidance of doubt, $\text{RankedMinTimeLevel}(i,1) = \text{Min}(s \text{ from } 1 \text{ to } N) \text{ MinTimeLevel}(i,s) \leq \dots \leq \text{RankedMinTimeLevel}(i,N) = \text{Max}(s \text{ from } 1 \text{ to } N) \text{ MinTimeLevel}(i,s)$.

RankedSumTimeLevel(i,k) means in respect of Valuation Date(i), the ranking of Underlyings based on their respective SumTimeLevel from the smallest value to the largest value. For the avoidance of doubt, $\text{RankedSumTimeLevel}(i,1) = \text{Min}(s \text{ from } 1 \text{ to } N) \text{ SumTimeLevel}(i,s) \leq \dots \leq \text{RankedSumTimeLevel}(i,N) = \text{Max}(s \text{ from } 1 \text{ to } N) \text{ SumTimeLevel}(i,s)$.

RankedAverageTimeLevel(i,k) means in respect of Valuation Date(i), the ranking of Underlyings based on their respective AverageTimeLevel from the smallest value to the largest value. For the avoidance of doubt, $\text{RankedAverageTimeLevel}(i,1) = \text{Min}(s \text{ from } 1 \text{ to } N) \text{ AverageTimeLevel}(i,s) \leq \dots \leq \text{RankedAverageTimeLevel}(i,N) = \text{Max}(s \text{ from } 1 \text{ to } N) \text{ AverageTimeLevel}(i,s)$.

4.11 Family of « WeightedMaxTimeLevel »

Characteristic of this Family of Reference Formula(e): the Reference Formulae of this Family of Reference Formula(e) determine the maximum or minimum value or the sum or average (over a period of time) of the weighted sum of the MaxTimeLevels.

WeightedMaxTimeLevel(i) means the Sum, for k from 1 to N, of the Product W(i,k) and MaxTimeLevel(i,k).

MaxTimeWeightedMaxTimeLevel(t) means the Maximum, for i from 1 to t, of WeightedMaxTimeLevel(i).

MinTimeWeightedMaxTimeLevel(t) means the Minimum, for i from 1 to t, of WeightedMaxTimeLevel(i).

SumTimeWeightedMaxTimeLevel(t) means the Sum, for i from 1 to t, of WeightedMaxTimeLevel(i).

AverageTimeWeightedMaxTimeLevel(t) means the Arithmetic Average, for i from 1 to t, of WeightedMaxTimeLevel(i).

4.12 Family of « WeightedMinTimeLevel »

Characteristic of this Family of Reference Formula(e): the Reference Formulae of this Family of Reference Formula(e) determine the maximum or minimum value or the sum or average (over a period of time) of the weighted sum of the MinTimeLevels.

WeightedMinTimeLevel(i) means the Sum, for k from 1 to N, of the Product of W(i,k) and MinTimeLevel(i,k).

MaxTimeWeightedMinTimeLevel(t) means the Maximum, for i from 1 to t, of WeightedMinTimeLevel(i).

MinTimeWeightedMinTimeLevel(t) means the Minimum, for i from 1 to t, of WeightedMinTimeLevel(i).

SumTimeWeightedMinTimeLevel(t) means the Sum, for i from 1 to t, of WeightedMinTimeLevel(i).

AverageTimeWeightedMinTimeLevel(t) means the Arithmetic Average, for i from 1 to t, of WeightedMinTimeLevel(i).

4.13 Family of « WeightedSumTimeLevel »

Characteristic of this Family of Reference Formula(e): the Reference Formulae of this Family of Reference Formula(e) determine the weighted sum of the SumTimeLevels (determined by applying a Reference Formula of the Family of Reference Formulae "Time Level") and the maximum or minimum value, the sum or the weighted average of such SumTime Levels.

WeightedSumTimeLevel(i) means the Sum, for k from 1 to N, of the Product of W(i,k) and SumTimeLevel(i,k).

MaxTimeWeightedSumTimeLevel(t) means the Maximum, for i from 1 to t, of WeightedSumTimeLevel(i).

MinTimeWeightedSumTimeLevel(t) means the Minimum, for i from 1 to t, of WeightedSumTimeLevel(i).

SumTimeWeightedSumTimeLevel(t) means the Sum, for i from 1 to t, of WeightedSumTimeLevel(i).

AverageTimeWeightedSumTimeLevel(t) means the Arithmetic Average, for i from 1 to t, of WeightedSumTimeLevel(i).

4.14 Family of « WeightedAverageTimeLevel »

Characteristic of this Family of Reference Formula(e): the Reference Formulae of this Family of Reference Formula(e) determine the weighted sum of the AverageTimeLevels (determined by applying a Reference Formula of the Family of Reference Formulae "Time Level") and the maximum or minimum value, the sum or the weighted average of such AverageTimeLevels.

WeightedAverageTimeLevel(i) means the Sum, for k from 1 to N, of the Product of W(i,k) and AverageTimeLevel(i,k).

MaxTimeWeightedAverageTimeLevel(t) means the Maximum, for i from 1 to t, of WeightedAverageTimeLevel(i).

MinTimeWeightedAverageTimeLevel(t) means the Minimum, for i from 1 to t , of $\text{WeightedAverageTimeLevel}(i)$.

SumTimeWeightedAverageTimeLevel(t) means the Sum, for i from 1 to t , of $\text{WeightedAverageTimeLevel}(i)$.

AverageTimeWeightedAverageTimeLevel(t) means the Arithmetic Average, for i from 1 to t , of $\text{WeightedAverageTimeLevel}(i)$.

4.15 Family of « WorstTimeLevel »

Characteristic of this Family of Reference Formula(e): the Reference Formulae of this Family of Reference Formula(e) determine amongst the Underlyings comprising the Basket the worst RankedTime Levels (determined by applying a Reference Formula of the Family of Reference Formulae "RankedTime Levels").

WorstMaxTimeLevel(i) means $\text{RankedMaxTimeLevel}(i, 1)$.

WorstMinTimeLevel(i) means $\text{RankedMinTimeLevel}(i, 1)$.

WorstSumTimeLevel(i) means $\text{RankedSumTimeLevel}(i, 1)$.

WorstAverageTimeLevel(i) means $\text{RankedAverageTimeLevel}(i, 1)$.

4.16 Family of « BestTimeLevel »

Characteristic of this Family of Reference Formula(e): the Reference Formulae of this Family of Reference Formula(e) determine amongst the Underlyings comprising the Basket the best RankedTime Levels (determined by applying a Reference Formula of the Family of Reference Formulae "RankedTime Levels").

BestMaxTimeLevel(i) means $\text{RankedMaxTimeLevel}(i, N)$.

BestMinTimeLevel(i) means $\text{RankedMinTimeLevel}(i, N)$.

BestSumTimeLevel(i) means $\text{RankedSumTimeLevel}(i, N)$.

BestAverageTimeLevel(i) means $\text{RankedAverageTimeLevel}(i, N)$.

4.17 Family of « RestrikePerformance »

Characteristic of this Family of Reference Formula(e): the Reference Formulae of this Family of Reference Formula(e) determine Performances and Levels between two consecutive Valuation Dates.

RestrikeLevel(i) means $(S(i) / S(i-1))$.

RestrikeLevel(i, Floor(i), Cap(i)) means $\text{Max}(\text{Floor}(i) ; \text{Min}(\text{Cap}(i) ; (S(i) / S(i-1))))$.

RestrikeLevel(i, Cap(i)) means $\text{Min}(\text{Cap}(i) ; (S(i) / S(i-1)))$.

RestrikeLevel(i, Floor(i)) means $\text{Max}(\text{Floor}(i) ; (S(i) / S(i-1)))$.

NegativeRestrikeLevel(i) means $\text{RestrikeLevel}(i, 1)$.

RestrikeLevel(i,k) means $(S(i,k) / S(i-1,k))$.

RestrikeLevel(i, k, Floor(i,k), Cap(i,k)) means $\text{Max}(\text{Floor}(i,k) ; \text{Min}(\text{Cap}(i,k) ; (S(i,k) / S(i-1,k))))$.

RestrikeLevel(i, k, Cap(i,k)) means $\text{Min}(\text{Cap}(i,k) ; (S(i,k) / S(i-1,k)))$.

RestrikeLevel(i, k, Floor(i,k)) means $\text{Max}(\text{Floor}(i,k) ; (S(i,k) / (S(i-1,k))))$

BasketRestrikeLevel(i) means the Sum, for k from 1 to N, of the Product of W(i,k) and RestrikeLevel(i,k).

MaxTimeRestrikeLevel(i,Lag) means the Maximum for t from $\text{Max}(1 ; i-\text{Lag}+1)$ to i, of RestrikeLevel(t).

MaxTimeBasketRestrikeLevel(i,Lag) means the Maximum for t from $\text{Max}(1 ; i-\text{Lag}+1)$ to i, of BasketRestrikeLevel(t).

RestrikePerformance(i) means $(S(i) / S(i-1)) - 100\%$.

RestrikePerformance(i,k) means $(S(i,k) / S(i-1,k)) - 100\%$

RestrikePerformance(i, Floor(i), Cap(i)) means $\text{Max}(\text{Floor}(i) ; \text{Min}(\text{Cap}(i) ; (S(i) / S(i-1)) - 100\%))$.

RestrikePerformance(i, Floor, Cap) means $\text{Max}(\text{Floor} ; \text{Min}(\text{Cap} ; (S(i) / S(i-1)) - 100\%))$.

RestrikePerformance(i, Cap(i)) means $\text{Min}(\text{Cap}(i) ; (S(i) / S(i-1)) - 100\%)$.

RestrikePerformance(i, Cap) means $\text{Min}(\text{Cap} ; (S(i) / S(i-1)) - 100\%)$.

NegativeRestrikePerformance(i) means RestrikePerformance(i, 0).

SumTimeRestrikePerformance(i) means the Sum, for t from 1 to i of RestrikePerformance(t).

SumTimeRestrikePerformance(i, Floor(1), ... Floor(i), Cap(1), ..., Cap(i)) means the Sum, for t from 1 to i of RestrikePerformance(t, Floor(t), Cap(t)).

SumTimeRestrikePerformance(i, Cap(1), ..., Cap(i)) means the Sum, for t from 1 to i, of RestrikePerformance(t, Cap(t)).

SumTimeRestrikePerformance(i, Floor, Cap) means the Sum, for t from 1 to i of RestrikePerformance(t, Floor, Cap).

SumTimeRestrikePerformance(i, Cap) means the Sum, for t from 1 to i, of RestrikePerformance(t, Cap).

SumTimeNegativeRestrikePerformance(i) means the Sum, for t from 1 to i, of NegativeRestrikePerformance(t).

ProductTimeRestrikePerformance(i) means the Difference between (a) the Product, for t from 1 to i, of RestrikePerformance(t) and (b) 100%.

ProductTimeRestrikePerformance(i, Floor(1), ... Floor(i), Cap(1), ..., Cap(i)) means the Difference between (a) the Product, for t from 1 to i, of RestrikePerformance(t, Floor(t), Cap(t)) and (b) 100%.

ProductTimeRestrikePerformance(i, Cap(1), ..., Cap(i)) means the Difference between (a) the Product, for t from 1 to i, of RestrikePerformance(t, Cap(t)) and (b) 100%.

ProductTimeRestrikePerformance(i, Floor, Cap) means the Difference between (a) the Product, for t from 1 to i, of RestrikePerformance(t, Floor, Cap) and (b) 100%.

ProductTimeRestrikePerformance(i, Cap) means the Difference between (a) the Product, for t from 1 to i, of RestrikePerformance(t, Cap) and (b) 100%.

ProductTimeNegativeRestrikePerformance(i) means the Difference between (a) the Product, for t from 1 to i, of the NegativeRestrikePerformance(t) and (b) 100%.

MinTimeRestrikePerformance(i) means the Minimum, for t from 1 to i, of RestrikePerformance(t).

MinTimeRestrikePerformance(i, Floor(1), ... Floor(i), Cap(1), ..., Cap(i)) means the Minimum, for t from 1 to i, of RestrikePerformance(t, Floor(t), Cap(t)).

MinTimeRestrikePerformance(i, Cap(1), ..., Cap(i)) means the Minimum, for t from 1 to i, of RestrikePerformance(t, Cap(t)).

MinTimeRestrikePerformance(i, Floor, Cap) means the Minimum, for t from 1 to i, of RestrikePerformance(t, Floor, Cap).

MinTimeRestrikePerformance(i, Cap) means the Minimum, for t from 1 to i, of RestrikePerformance(t, Cap).

MinTimeNegativeRestrikePerformance(i) means the Minimum, for t from 1 to i, of NegativeRestrikePerformance(t).

MaxTimeSumTimeRestrikePerformance(i) means the Maximum, for t from 1 to i, of SumTimeRestrikePerformance(t).

MaxTimeSumTimeRestrikePerformance(i, Floor(1), ... Floor(i), Cap(1), ..., Cap(i)) means the Maximum, for t from 1 to i, of SumTimeRestrikePerformance(t, Floor(t), Cap(t)).

MaxTimeSumTimeRestrikePerformance(i, Cap(1), ..., Cap(i)) means the Maximum, for t from 1 to i, of SumTimeRestrikePerformance(t, Cap(t)).

MaxTimeSumTimeRestrikePerformance(i, Floor, Cap) means the Maximum, for t from 1 to i, of SumTimeRestrikePerformance(t, Floor, Cap).

MaxTimeSumTimeRestrikePerformance(i, Cap) means the Maximum, for t from 1 to i, of SumTimeRestrikePerformance(t, Cap).

MaxTimeProductTimeRestrikePerformance(i) means the Maximum, for t from 1 to i, of ProductTimeRestrikePerformance(t).

MaxTimeProductTimeRestrikePerformance(i, Floor(1), ... Floor(i), Cap(1), ..., Cap(i)) means the Maximum, for t from 1 to i, of ProductTimeRestrikePerformance(t, Floor(t), Cap(t)).

MaxTimeProductTimeRestrikePerformance(i, Cap(1), ..., Cap(i)) means the Maximum, for t from 1 to i, of ProductTimeRestrikePerformance(t, Cap(t)).

MaxTimeProductTimeRestrikePerformance(i, Floor, Cap) means the Maximum, for t from 1 to i, of ProductTimeRestrikePerformance(t, Floor, Cap).

MaxTimeProductTimeRestrikePerformance(i, Cap) means the Maximum, for t from 1 to i, of ProductTimeRestrikePerformance(t, Cap).

RestrikeSmoothieLevel(i, Downside, Upside) means $100\% + \text{Upside} \times \text{Max}(0 ; S(i) / S(i-1) - 100\%) - \text{Downside} \times \text{Min}(0 ; S(i) / S(i-1) - 100\%)$.

SmoothiePerformance(i, Downside, Upside) means the Difference between (a) the Product, for t from 1 to i, of RestrikeSmoothieLevel(t, Downside, Upside) and (b) 100%.

4.18 Family of « ModifiedPerformance »

Characteristic of this Family of Reference Formula(e): the Reference Formulae of this Family of Reference Formula(e) set a maximum value ("Cap"), a minimum value ("Floor") for a Level or a Performance or a participation factor applied to a Performance or to the difference between a Level or a Performance and a Threshold.

ModifiedPerformance(i, k, Threshold(i), Upside(i), Downside(i), Cap(i), Floor(i)) means:

- If Performance(i,k) is higher than [or equal to] Threshold(i), then:
ModifiedPerformance(i, k, Threshold(i), Upside(i), Downside(i), Cap(i), Floor(i)) = $\text{Min}(\text{Cap}(i) ; \text{Upside}(i) \times \text{Performance}(i,k))$.
- If Performance(i,k) is lower than [or equal to] Threshold(i), then:
ModifiedPerformance(i, k, Threshold(i), Upside(i), Downside(i), Cap(i), Floor(i)) = $\text{Max}(\text{Floor}(i) ; \text{Downside}(i) \times \text{Performance}(i,k))$.

ModifiedPerformance(i, k, Threshold(i), Upside(i), Downside(i), UpCap(i), UpFloor(i), DownCap(i), DownFloor(i)) means:

- If Performance(i,k) is higher than [or equal to] Threshold(i), then:
ModifiedPerformance(i, k, Threshold(i), Upside(i), Downside(i), UpCap(i), UpFloor(i), DownCap(i), DownFloor(i)) = $\text{Max}(\text{UpFloor}(i) ; \text{Min}(\text{UpCap}(i) ; \text{Upside}(i) \times \text{Performance}(i,k)))$.
- If Performance(i,k) is lower than [or equal to] Threshold(i), then:
ModifiedPerformance(i, k, Threshold(i), Upside(i), Downside(i), UpCap(i), UpFloor(i), DownCap(i), DownFloor(i)) = $\text{Max}(\text{DownFloor}(i) ; \text{Min}(\text{DownCap}(i) ; \text{Downside}(i) \times \text{Performance}(i,k)))$.

ModifiedRestrikePerformance(i, k, Threshold(i), Upside(i), Downside(i), UpCap(i), UpFloor(i), DownCap(i), DownFloor(i)) means:

- If RestrikePerformance(i,k) is higher than [or equal to] Threshold(i), then:
ModifiedRestrikePerformance(i, k, Threshold(i), Upside(i), Downside(i), UpCap(i), UpFloor(i), DownCap(i), DownFloor(i)) = $\text{Max}(\text{UpFloor}(i) ; \text{Min}(\text{UpCap}(i) ; \text{Upside}(i) \times \text{RestrikePerformance}(i,k)))$.
- If RestrikePerformance(i,k) is lower than [or equal to] Threshold(i), then:
ModifiedRestrikePerformance(i, k, Threshold(i), Upside(i), Downside(i), UpCap(i), UpFloor(i), DownCap(i), DownFloor(i)) = $\text{Max}(\text{DownFloor}(i) ; \text{Min}(\text{DownCap}(i) ; \text{Downside}(i) \times \text{RestrikePerformance}(i,k)))$.

ModifiedLevel(i, k, Threshold(i), Upside(i), Downside(i), Cap(i), Floor(i)) means:

- If Level(i,k) is higher than [or equal to] Threshold(i), then:

$$\text{ModifiedLevel}(i, k, \text{Threshold}(i), \text{Upside}(i), \text{Downside}(i), \text{Cap}(i), \text{Floor}(i)) = \text{Min}(\text{Cap}(i) ; \text{Upside}(i) \times (\text{Level}(i,k) - \text{Threshold}(i)))$$
- If Level(i,k) is lower than [or equal to] Threshold(i), then:

$$\text{ModifiedLevel}(i, k, \text{Threshold}(i), \text{Upside}(i), \text{Downside}(i), \text{Cap}(i), \text{Floor}(i)) = \text{Max}(\text{Floor}(i) ; \text{Downside}(i) \times (\text{Level}(i,k) - \text{Threshold}(i)))$$

ModifiedLevel(i, k, Threshold(i), Upside(i), Downside(i), UpCap(i), UpFloor(i), DownCap(i), DownFloor(i)) means:

- If Level(i,k) is higher than [or equal to] Threshold(i), then:

$$\text{ModifiedLevel}(i, k, \text{Threshold}(i), \text{Upside}(i), \text{Downside}(i), \text{UpCap}(i), \text{UpFloor}(i), \text{DownCap}(i), \text{DownFloor}(i)) = \text{Max}(\text{UpFloor}(i) ; \text{Min}(\text{UpCap}(i) ; \text{Upside}(i) \times (\text{Level}(i,k) - \text{Threshold}(i))))$$
- If Level(i,k) is lower than [or equal to] Threshold(i), then:

$$\text{ModifiedLevel}(i, k, \text{Threshold}(i), \text{Upside}(i), \text{Downside}(i), \text{UpCap}(i), \text{UpFloor}(i), \text{DownCap}(i), \text{DownFloor}(i)) = \text{Max}(\text{DownFloor}(i) ; \text{Min}(\text{DownCap}(i) ; \text{Downside}(i) \times (\text{Level}(i,k) - \text{Threshold}(i))))$$

AverageModifiedPerformance(i, Threshold(i), Upside(i), Downside(i), Cap(i), Floor(i)) means the Arithmetic Average, for k from 1 to N, of ModifiedPerformance(i, k, Threshold(i), Upside(i), Downside(i), Cap(i), Floor(i)).

AverageModifiedPerformance(i, Threshold(i), Upside(i), Downside(i), UpCap(i), UpFloor(i), DownCap(i), DownFloor(i)) means the Arithmetic Average, for k from 1 to N, of ModifiedPerformance(i, k, Threshold(i), Upside(i), Downside(i), UpCap(i), UpFloor(i), DownCap(i), DownFloor(i)).

CappedModifiedPerformance(i, k, Cap(i,k)) means the Minimum between Performance(i,k) and Cap(i,k).

FlooredModifiedPerformance(i, k, Floor(i,k)) means the Maximum between Performance(i,k) and Floor(i,k).

LeveragedCappedModifiedPerformance(i, k, Upside(i), Downside(i), Cap(i), Floor(i)) means:

- If Performance(i,k) is higher than [or equal to] 0%, then:

$$\text{LeveragedCappedModifiedPerformance}(i, k, \text{Upside}(i), \text{Downside}(i), \text{Cap}(i), \text{Floor}(i)) = \text{Min}(\text{Cap}(i); \text{Upside}(i) \times \text{Performance}(i,k))$$
- If Performance(i,k) is lower than [or equal to] 0%, then:

$$\text{LeveragedCappedModifiedPerformance}(i, k, \text{Upside}(i), \text{Downside}(i), \text{Cap}(i), \text{Floor}(i)) = \text{Max}(\text{Floor}(i); \text{Downside}(i) \times \text{Performance}(i,k))$$

For the avoidance of doubt, LeveragedCappedModifiedPerformance(i, k, Upside(i), Cap(i)) is equal to ModifiedPerformance(i, k, 0%, Upside(i), Downside(i), Cap(i), Floor(i)).

ModifiedJadePerformance(i, k, Threshold(i), Cap(i), Floor(i)) means:

- If Performance(i,k) is higher than [or equal to] Threshold(i), then:

$$\text{ModifiedJadePerformance}(i, k, \text{Threshold}(i), \text{Cap}(i), \text{Floor}(i)) \text{ means } \text{Cap}(i)$$

- Performance(i,k) is lower than [or equal to] Threshold(i), then:
ModifiedJadePerformance(i, k, Threshold(i), Cap(i), Floor(i)) means the Maximum between Floor(i) and Performance(i,k).

AverageCappedModifiedPerformance(i, Cap(i)) means the Arithmetic Average, for k from 1 to N, of CappedModifiedPerformance(i, k, Cap(i)).

LeveragedAverageCappedModifiedPerformance(i, Upside(i), Cap(i)) means the Arithmetic Average, for k from 1 to N, of LeveragedCappedModifiedPerformance(i, k, Upside(i), Cap(i)).

AverageModifiedJadePerformance(i, Threshold(i), Cap(i), Floor(i)) means the Arithmetic Average, for k from 1 to N, of Modified Jade Performance(i, k, Threshold(i), Cap(i), Floor(i)).

4.19 Family of « FreezeModifiedPerformance »

Characteristic of this Family of Reference Formula(e): the Reference Formulae of this Family of Reference Formula(e) freeze the Performances of Underlyings within a Basket, subject to the actual Performance of the Underlyings being above a threshold, before ejecting them from the Basket.

FreezeModifiedJadePerformance(i, k, Threshold(i), Cap(i), Floor(i)) means:

- If for every t between 1 and i, Performance(t,k) is lower than [or equal to] Threshold(t), then:
FreezeModifiedJadePerformance(i, k, Threshold(i), Cap(i), Floor(i)) means the Maximum between Floor(i) and Performance(i,k).
- If for at least one t between 1 and i, Performance(t,k) is higher than [or equal to] Threshold(t), then:
FreezeModifiedJadePerformance(i, k, Threshold(i), Cap(i), Floor (i)) means Cap(i).

AverageFreezeModifiedJadePerformance(i, Threshold(i), Cap(i), Floor(i)) means the Arithmetic Average, for k from 1 to N, of FreezeModifiedJadePerformance(i, k, Threshold(i), Cap(i), Floor(i)).

4.20 Family of « Himalaya & Emerald ReferenceLevel »

Characteristic of this Family of Reference Formula(e): the Reference Formulae of this Family of Reference Formula(e) determine overtime the locked-in levels of Underlying(s) having the best performance among the remaining Underlyings comprising the Basket.

M means the number of Underlyings ejected from the Basket in respect of a Valuation Date.

EjectBasket(i,M) means in respect of Valuation Date(i), EjectBasket(i-1,M) from which is ejected, for k from 1 to M, the BestPerformers(i,k). EjectBasket(0, M) means the initial basket of Underlyings as defined in the applicable Final Terms.

BestPerformers(i,M) means in respect of Valuation Date(i), the M Underlying(s) having the best Performance(s) among the Underlyings comprising the EjectBasket(i-1,M).

BestPerformersLevel(i,M) means in respect of Valuation Date(i), LargeLevel(i,M) for the Underlyings comprising EjectBasket(i-1,M).

FreePerformersLevel(i,M) means in respect of Valuation Date(i), LargeLevel(i,N-Mxi) for the Underlyings comprising EjectBasket(i,M).

SumTimeBestPerformersLevel(i,M) means in respect of Valuation Date(RVD(i)), the Sum for t from 1 to i of BestPerformersLevel(t,M).

AverageFreeBestPerformersLevel(i,M) means in respect of Valuation Date(i), the Ratio between (a) the Sum of SumTimeBestPerformersLevel(i,M) and FreePerformersLevel(i,M) and (b) N. For the avoidance of doubt, AverageFreeBestPerformersLevel(i,M) may also be named **HimalayaLevel(i,M)**.

MaximumAverageFreeBestPerformersLevel(i,M) means in respect of Valuation Date(i), the Maximum, for t from 1 to i, of HimalayaLevel(t,M). For the avoidance of doubt, MaximumAverageFreeBestPerformersLevel(i,M) may also be named **EmeraldLevel(i,M)**.

BestPerformersModifiedLevel(i, M, Threshold(i), Upside(i), Downside(i), Cap(i), Floor(i)) means in respect of Valuation Date(i), the Sum for k from 1 to M of ModifiedLevel(i, k, Threshold(i), Upside(i), Downside(i), Cap(i), Floor(i)) of BestPerformers(i,M).

FreePerformersModifiedLevel(i, M, Threshold(i), Upside(i), Downside(i), Cap(i), Floor(i)) means in respect of Valuation Date(i), the Sum for k from 1 to N-Mxi of ModifiedLevel(i, k, Threshold(i), Upside(i), Downside(i), Cap(i), Floor(i)) of the Underlyings comprising EjectBasket(i,M).

SumTimeBestPerformersModifiedLevel(i, M, Threshold(i), Upside(i), Downside(i), Cap(i), Floor(i)) means in respect of Valuation Date(i), the Sum for t from 1 to i of BestPerformersModifiedLevel(t, M, Threshold(i), Upside(i), Downside(i), Cap(i), Floor(i)).

AverageFreeBestPerformersModifiedLevel(i, M, Threshold(i), Upside(i), Downside(i), Cap(i), Floor(i)) means in respect of Valuation Date(i), the Ratio between (a) the Sum of SumTimeBestPerformersModifiedLevel(t, M, Threshold(i), Upside(i), Downside(i), Cap(i), Floor(i)) and FreePerformersModifiedLevel(i, M, Threshold(i), Upside(i), Downside(i), Cap(i), Floor(i)) and (b) N. For the avoidance of doubt, AverageFreeBestPerformersModifiedLevel(i, M, Threshold(i), Upside(i), Downside(i), Cap(i), Floor(i)) may also be named **ModifiedHimalayaLevel(i, M, Threshold(i), Upside(i), Downside(i), Cap(i), Floor(i))**.

MaximumAverageFreeBestPerformersModifiedLevel(i, M, Threshold(i), Upside(i), Downside(i), Cap(i), Floor(i)) means in respect of Valuation Date(i), the Maximum, for t from 1 to i, of ModifiedHimalayaLevel(t, M, Threshold(i), Upside(i), Downside(i), Cap(i), Floor(i)). For the avoidance of doubt, MaximumAverageFreeBestPerformersModifiedLevel(i, M, Threshold(i), Upside(i), Downside(i), Cap(i), Floor(i)) may also be named **ModifiedEmeraldLevel(i, M, Threshold(i), Upside(i), Downside(i), Cap(i), Floor(i))**.

4.21 Family of « RangeAccrual »

Characteristic of this Family of Reference Formula(e): the Reference Formulae of this Family of Reference Formula(e) determine the ratio between (i) the number of Valuation Dates for which a certain Level, Price or Performance is in or out predefined boundaries and (ii) the total number of Valuation Dates.

4.21.1 RangeAccrual:

[RangeAccrual({Schedule(i)}, LowerBound(i), UpperBound(i), ReferenceFormula_LowerBound, ReferenceFormula_UpperBound)] or [RangeAccrual({Schedule(i)}, LowerBound(i), UpperBound(i), [ReferenceFormula_LowerandUpperBound]) or [RangeKnock-InEvent(i)]] means in respect of Schedule(i), the Ratio $n(i) / N(i)$,

Where:

n(i) means the number of date(s)(t) as specified in the applicable Final Terms within Schedule(i) for which [ReferenceFormula_LowerBound(t) is higher than [or equal to] LowerBound(i) and ReferenceFormula_UpperBound(t) is lower than [or equal to] UpperBound(i)]

or

[ReferenceFormula_LowerandUpperBound(t) is higher than [or equal to] LowerBound(i) and is lower than [or equal to] UpperBound(i)] or [a RangeKnock-InEvent(i) has [not] occurred].

And:

N(i) means the total number of dates(s) as specified in the applicable Final Terms within Schedule(i).

The main Reference Formula(e) used for ReferenceFormula_LowerBound, ReferenceFormula_UpperBound and ReferenceFormula_LowerandUpperBound is/are (but without limitation):

Level, Performance or Price (as defined in Section 4.1 Family of « SimpleLevel » above)

WorstLevel, WorstPerformance or WorstPrice (as defined in Section 4.6 Family of « WorstLevel » above);

BestLevel, BestPerformance or BestPrice (as defined in Section 4.5 Family of « BestLevel » above);

Fixing, WorstFixing or BestFixing (as defined in Section 4.25 Family of « ReferenceFixings » below).

4.21.2 DualRangeAccrual:

[DualRangeAccrual({Schedule(i)}, LowerBound_1(i), LowerBound_2(i), UpperBound_1(i), UpperBound2(i), ReferenceFormula_LowerBound_1, ReferenceFormula_LowerBound_2, ReferenceFormula_UpperBound_1, ReferenceFormula_UpperBound_2)]; or
[DualRangeAccrual({Schedule(i)}, LowerBound_1(i), LowerBound2(i), UpperBound_1(i), UpperBound_2(i), ReferenceFormula_LowerandUpperBound_1, ReferenceFormula_LowerandUpperBound_2)] means in respect of Schedule(i), the Ratio $n(i) / N(i)$

Where:

n(i) means the number of date(s)(t) as specified in the applicable Final Terms within Schedule(i) for which [ReferenceFormula_LowerBound_1(t) is higher than [or equal to] LowerBound_1(i) and ReferenceFormula_LowerBound_2(t) is higher than [or equal to] LowerBound_2(i) and ReferenceFormula_UpperBound_1(t) is lower than [or equal to] UpperBound_1(i) and ReferenceFormula_UpperBound_2(t) is lower than [or equal to] UpperBound_2(i)]

or

[ReferenceFormula_LowerandUpperBound1(t) is higher than [or equal to] LowerBound_1(i) and is lower than [or equal to] UpperBound1(i) and ReferenceFormula_LowerandUpperBound_2(t) is higher than [or equal to] LowerBound_2(i) and is lower than [or equal to] UpperBound2(i)]

And:

N(i) means the total number of dates(s) as specified in the applicable Final Terms within Schedule(i).

The main Reference Formula(e) used for ReferenceFormula_LowerBound_1, ReferenceFormula_LowerBound_2, ReferenceFormula_UpperBound_1, ReferenceFormula_UpperBound_2, ReferenceFormula_LowerandUpperBound_1 and ReferenceFormula_LowerandUpperBound_2 is/are (but without limitation):

Level, Performance or Price (as defined in Section 4.1 Family of « SimpleLevel » above);

WorstLevel, WorstPerformance or WorstPrice (as defined in Section 4.6 Family of « WorstLevel » above);

BestLevel, BestPerformance or BestPrice (as defined in Section 4.5 Family of « BestLevel » above)

Fixing, WorstFixing or BestFixing (as defined in Section 4.25 Family of « ReferenceFixings » below).

4.21.3 BinaryRangeAccrual:

[BinaryRangeAccrual({Schedule(i)}, LowerBound(i), UpperBound(i), ReferenceFormula_LowerBound, ReferenceFormula_UpperBound)); or [BinaryRangeAccrual({Schedule(i)}, LowerBound(i), UpperBound(i), ReferenceFormula_LowerandUpperBound)] means in respect of Schedule(i), a number equal to one (1) if n(i) is equal to N(i) and zero (0) otherwise

Where:

n(i) means the number of date(s)(t) as specified in the applicable Final Terms within Schedule(i) for which:

[ReferenceFormula_LowerBound(t) is higher than [or equal to] LowerBound(i) and ReferenceFormula_UpperBound(t) is lower than [or equal to] UpperBound(i)]

Or

[ReferenceFormula_LowerandUpperBound(t) is higher than [or equal to] LowerBound(i) and is lower than [or equal to] UpperBound(i)]

And:

N(i) means the total number of date(s) as specified in the applicable Final Terms within Schedule(i).

The main Reference Formula(e) used for ReferenceFormula_LowerBound, ReferenceFormula_UpperBound and ReferenceFormula_LowerandUpperBound is/are (but without limitation):

Level, Performance or Price (as defined in Section 4.1 Family of « SimpleLevel » above);

WorstLevel, WorstPerformance or WorstPrice (as defined in Section 4.6 Family of « WorstLevel » above);

BestLevel, BestPerformance or BestPrice (as defined in Section 4.5 Family of « BestLevel » above)

Fixing, WorstFixing or BestFixing (as defined in Section 4.25 Family of « ReferenceFixings » below).

4.22 Family of « IntradayLevel »

Characteristic of this Family of Reference Formula(e): the Reference Formulae of this Family of Reference Formula(e) determine the Intraday Price of an Underlying, the maximum or minimum value of such Intraday Price of an Underlying, the Level (or Performance) of the Intraday Price or of such maximum or minimum value of such Intraday Price.

MinTimeSI(i) means in respect of an Underlying and Valuation Date(i), the Minimum SI(i) over all observation days (as specified in the applicable Final Terms) from Valuation Date(0) (included) to Valuation Date(i) (included).

MaxTimeSI(i) means in respect of an Underlying and Valuation Date(i), the Maximum SI(i) over all observation days (as specified in the applicable Final Terms) from Valuation Date(0) (included) to Valuation Date(i) (included).

MinTimeSI(i,k) means in respect of an Underlying(k) and Valuation Date(RVD(i)), the Minimum SI(i,k) over all observation days (as specified in the applicable Final Terms) from Valuation Date(0) (included) to Valuation Date(RVD(i)) (included).

MaxTimeSI(i,k) means in respect of an Underlying(k) and Valuation Date(i), the Maximum SI(i,k) over all observation days (as specified in the applicable Final Terms) from Valuation Date(0) (included) to Valuation Date(i) (included).

IntradayMinTimePerformance(i) means $\text{MinTimeSI}(i) / S(0) - 100\%$.

IntradayMaxTimePerformance(i) means $\text{MaxTimeSI}(i) / S(0) - 100\%$.

IntradayMinTimePerformance(i,k) means $\text{MinTimeSI}(i,k) / S(0,k) - 100\%$.

IntradayMaxTimePerformance(i,k) means $\text{MaxTimeSI}(i,k) / S(0,k) - 100\%$.

WorstIntradayMinTimePerformance(i) means the Minimum, for k from 1 to N, of IntradayMinTimePerformance(i,k).

WorstIntradayMaxTimePerformance(i) means the Minimum, for k from 1 to N, of IntradayMaxTimePerformance(i,k).

BestIntradayMinTimePerformance(i) means the Maximum, for k from 1 to N, of IntradayMinTimePerformance(i,k).

BestIntradayMaxTimePerformance(i) means the Maximum, for k from 1 to N, of IntradayMaxTimePerformance(i,k).

IntradayMinTimeLevel(i) means $\text{MinTimeSI}(i) / S(0)$.

IntradayMaxTimeLevel(i) means $\text{MaxTimeSI}(i) / S(0)$.

IntradayMinTimeLevel(i,k) means $\text{MinTimeSI}(i,k) / S(0,k)$.

IntradayMaxTimeLevel(i,k) means $\text{MaxTimeSI}(i,k) / S(0,k)$.

WorstIntradayMinTimeLevel(i) means the Minimum, for k from 1 to N, of IntradayMinTimeLevel(i,k).

WorstIntradayMaxTimeLevel(i) means the Minimum, for k from 1 to N, of IntradayMaxTimeLevel(i,k).

BestIntradayMinTimeLevel(i) means the Maximum, for k from 1 to N, of IntradayMinTimeLevel(i,k).

BestIntradayMaxTimeLevel(i) means the Maximum, for k from 1 to N, of IntradayMaxTimeLevel(i,k).

4.23 Family of « VolatilityLevel »

Characteristic of this Family of Reference Formula(e): the Reference Formulae of this Family of Reference Formula(e) determine the historical volatility level of a given Underlying.

AverageReturns(i) means the Arithmetic Average, for t from 1 to i, of $\text{LN}(\text{RestrikeLevel}(t))$.

HistoricalVarianceLevel(i, DetrendFactor) means the Sum, for t from 1 to i, of $[\text{LN}(\text{RestrikeLevel}(t)) - \text{DetrendFactor} \times \text{AverageReturns}(i)]^2$.

HistoricalVolatilityLevel(i, DetrendFactor, AnnualObservationNumber) means $[\text{HistoricalVarianceLevel}(i, \text{DetrendFactor}) \times \text{AnnualObservationsNumber} / i]^{(0.5)}$.

RestrikeHistoricalVolatilityLevel(t1, t2, DetrendFactor, AnnualObservationNumber) means $[(\text{HistoricalVarianceLevel}(t2, \text{DetrendFactor}) - \text{HistoricalVarianceLevel}(t1, \text{DetrendFactor})) \times \text{AnnualObservationsNumber} / (t2 - t1)]^{(0.5)}$.

4.24 Family of « Combined ReferenceFormula »

Characteristic of this Family of Reference Formula(e): the Reference Formulae of this Family of Reference Formula(e) combine two or several ReferenceFormula(e) (ReferenceFormula1, ReferenceFormula2,..., ReferenceFormulaN).

Sum(i1, i2,..., iN, ReferenceFormula1(i1), ReferenceFormula2(i2), ..., ReferenceFormulaN(iN)) means the Sum of ReferenceFormula1(i1), ReferenceFormula2(i2),...and ReferenceFormulaN(iN). It may also be written **Sum(i1, i2,..., iN, ReferenceFormula)** when the ReferenceFormulae are identical.

Sum(t1, t2, ReferenceFormula(i)) means the Sum, for i from t1 to t2, of ReferenceFormula(i).

Average(i1, i2,..., iN, ReferenceFormula1(i1), ReferenceFormula2(i2), ..., ReferenceFormulaN(iN)) means the Arithmetic Average of ReferenceFormula1(i1), ReferenceFormula2(i2),...and ReferenceFormulaN(iN). It may also be written **Average(i1, i2,..., iN, ReferenceFormula)** when the ReferenceFormulae are identical.

Average (t1, t2, ReferenceFormula(i)) means the Arithmetic Average for i from t1 to t2 of ReferenceFormula(i).

Difference(i, t, ReferenceFormula1(i), ReferenceFormula2(t)) means the Difference between ReferenceFormula1(i) and ReferenceFormula2(t). It may also be written as $\text{ReferenceFormula1}(i) - \text{ReferenceFormula2}(t)$.

Product(i1, i2,...,iN, ReferenceFormula1(i1), ReferenceFormula2(i2),..., ReferenceFormulaN(iN)) means the Product of ReferenceFormula1(i1), ReferenceFormula2(i2),...and ReferenceFormulaN(iN). It may also be written as $\text{ReferenceFormula1}(i1) \times \text{ReferenceFormula2}(i2) \times \dots \times \text{ReferenceFormulaN}(iN)$.

Product(t1, t2, ReferenceFormula(i)) means the Product, for i from t1 to t2, of ReferenceFormula(i).

Ratio(i, t, ReferenceFormula1(i), ReferenceFormula2(t)) means the Ratio of ReferenceFormula1(i) and ReferenceFormula2(t). It may also be written as $\text{ReferenceFormula1}(i) / \text{ReferenceFormula2}(t)$.

Maximum(t1, t2, ReferenceFormula(i, t)) means the Maximum for i from t1 to t2 of ReferenceFormula(i).

Maximum(i1, i2,..., iN, ReferenceFormula1(i1), ReferenceFormula2(i2), ..., ReferenceFormulaN(iN)) means the Maximum between ReferenceFormula1(i1), ReferenceFormula2(i2),...ReferenceFormulaN(iN). It may also be written **Maximum(i1, i2,..., iN, ReferenceFormula)** when the ReferenceFormulae are identical

Minimum(i1, i2,..., iN, ReferenceFormula1(i1), ReferenceFormula2(i2), ..., ReferenceFormulaN(iN)) means the Minimum between ReferenceFormula1(i1), ReferenceFormula2(i2),...ReferenceFormulaN(iN). It may also be written **Minimum(i1, i2,..., iN, ReferenceFormula)** when the ReferenceFormulae are identical.

Minimum(t1, t2, ReferenceFormula(i)) means the Minimum, for i from t1 to t2, of ReferenceFormula(i).

For Warrants indexed on more than one underlying and a combination over time:

Sum(i1, i2...iN, k, ReferenceFormula1(i1,k) ReferenceFormula2(i2, k)...ReferenceFormulaN(iN,k)) means the Sum of ReferenceFormula1(i1,k), ReferenceFormula2(i2,k) and ReferenceFormulaN(iN,k).

Sum(t1, t2, k, ReferenceFormula(i,k)) means the Sum, for i from t1 to t2, of ReferenceFormula(i,k).

Difference(i, t, k, ReferenceFormula1(i,k), ReferenceFormula2(t,k)) means the Difference between ReferenceFormula1(i,k) and ReferenceFormula2(t,k). It may also be written as ReferenceFormula1(i,k) - ReferenceFormula2(t,k).

Product(i1, i2,...,iN, k, ReferenceFormula1(i1,k), ReferenceFormula2(i2,k),..., ReferenceFormulaN(iN,k)) means the Product of ReferenceFormula1(i1,k), ReferenceFormula2(i2,k),..., and ReferenceFormulaN(iN,k). It may also be written as ReferenceFormula1(i1,k) x ReferenceFormula2(i2,k) x ... x ReferenceFormulaN(iN,k).

Product(t1, t2, k, ReferenceFormula(i,k)) means the Product, for i from t1 to t2, of ReferenceFormula(i,k).

Ratio(i, t, k, ReferenceFormula1(i,k), ReferenceFormula2(t,k)) means the Ratio of ReferenceFormula1(i,k) and ReferenceFormula2(t,k). It may also be written as ReferenceFormula1(i,k) / ReferenceFormula2(t,k).

Maximum(i1, i2,..., iN, k, ReferenceFormula1(i1,k), ReferenceFormula2(i2,k), ..., ReferenceFormulaN(iN,k)) means the Maximum between ReferenceFormula1(i1,k), ReferenceFormula2(i2,k), ..., and ReferenceFormulaN(iN,k). It may also be written **Maximum(i1, i2,..., iN, k, ReferenceFormula)** when the ReferenceFormulae are identical.

Maximum(t1, t2, k, ReferenceFormula(i,k)) means the Maximum, for i from t1 to t2 of ReferenceFormula(i,k).

Minimum(i1, i2,..., iN, k, ReferenceFormula1(i1,k), ReferenceFormula2(i2,k), ..., ReferenceFormulaN(iN,k)) means the Minimum between ReferenceFormula1(i1), ReferenceFormula2(i2,k), ..., and ReferenceFormulaN(iN,k). It may also be written **Minimum(i1, i2,..., iN, k, ReferenceFormula)** when the ReferenceFormulae are identical.

Minimum(t1, t2, k, ReferenceFormula(i,k)) means the Minimum, for i from t1 to t2, of ReferenceFormula(i,k).

AbsoluteValue(i, k, ReferenceFormula(i,k)) means the Absolute Value of ReferenceFormula(i,k).

For Warrants indexed on more than one Underlying and a combination over underlyings:

Sum(i, k1,...,kN, ReferenceFormula1(i,k1), ReferenceFormula2(i,k2), ..., ReferenceFormulaN(i,kN)) means the Sum of ReferenceFormula1(i,k1), ReferenceFormula2(i,k2),..., and ReferenceFormulaN(i,kN). It may also be written **Sum(i, k1,..., kN, ReferenceFormula)** when the ReferenceFormulae are identical.

Sum(i, k1, k2, ReferenceFormula(i,k)) means the sum, for k from k1 to k2, of ReferenceFormula(i,k).

Difference(i, k1, k2, ReferenceFormula1(i,k1), ReferenceFormula2(i,k2)) means the Difference between ReferenceFormula1(i,k1) and ReferenceFormula2(i,k2). It may also be written as **ReferenceFormula1(i,k1) - ReferenceFormula2(i,k2)**.

Product(i, k1,..., kN, ReferenceFormula1(i,k1), ReferenceFormula2(i,k2),..., ReferenceFormulaN(i,kN)) means the Product of ReferenceFormula1(i,k1), ReferenceFormula2(i,k2),..., and ReferenceFormulaN(i,kN). It may also be written as **ReferenceFormula1(i,k1) x ReferenceFormula2(i,k2) x ... x ReferenceFormulaN(i,kN)**.

Product(i, k1, k2, ReferenceFormula(i,k)) means the product , for k from k1 to k2, of ReferenceFormula(i,k).

Ratio(i, k1, k2, ReferenceFormula1(i,k1), ReferenceFormula2(i,k2)) means the Ratio of ReferenceFormula1(i,k1) and ReferenceFormula2(i,k2). It may also be written as **ReferenceFormula1(i,k1) / ReferenceFormula2(i,k2)**.

Maximum(i, k1,..., kN, ReferenceFormula1(i,k1), ReferenceFormula2(i,k2),..., ReferenceFormulaN(i,kN)) means the Maximum between ReferenceFormula1(i,k1), ReferenceFormula2(i,k2),..., and ReferenceFormulaN(i,kN). It may also be written **Maximum(i, k1,..., kN, ReferenceFormula)** when the ReferenceFormulae are identical

Maximum(i, k1, k2, ReferenceFormula(i,k)) means the Maximum for k from k1 to k2, of ReferenceFormula(i,k).

Minimum(i, k1,..., kN, ReferenceFormula1(i,k1), ReferenceFormula2(i,k2),..., ReferenceFormulaN(i,kN)) means the Minimum between ReferenceFormula1(i,k1), ReferenceFormula2(i,k2),..., and ReferenceFormulaN(i,kN). It may also be written **Minimum(i, k1,..., kN, ReferenceFormula)** when the ReferenceFormulae are identical

Minimum(i,k1, k2, ReferenceFormula(i,k)) means the Minimum, for k from k1 to k2, of ReferenceFormula(i,k).

4.25 Family of « ReferenceFixings »

Characteristic of this Family of Reference Formula(e): the Reference Formulae of this Family of Reference Formula(e) determine combinations of interest rate fixings.

Fixing(i) means S(i) in respect of an Underlying which is Reference Rate.

MaxTimeFixing(t1,t2) means the Maximum, for i from t1 to t2, of Fixing(i).

MinTimeFixing(t1,t2) means the Minimum, for i from t1 to t2, of Fixing(i).

AverageTimeFixing(t1,t2) means the Arithmetic Average, for i from t1 to t2, of Fixing(i).

SpreadTimeFixing(t1,t2) means the Difference between Fixing(t1) and Fixing(t2) (or respectively the difference between Fixing(t2) and Fixing(t1) as specified in the applicable Final Terms).

AbsoluteSpreadTimeFixing(t1,t2) means the Absolute Value of the Difference between Fixing(t1) and Fixing(t2) (or respectively the Absolute Value of the Difference between Fixing(t2) and Fixing(t1) as specified in the applicable Final Terms).

Fixing(i,k) means $S(i,k)$ in respect of an Underlying(k) which is Reference Rate.

MaxTimeFixing(t1,t2,k) means the Maximum, for i from t1 to t2, of the Fixing(i,k).

MinTimeFixing(t1,t2,k) means the Minimum, for i from t1 to t2, of Fixing(i,k).

AverageTimeFixing(t1,t2,k) means the Arithmetic Average, for i from t1 to t2, of Fixing(i,k).

SpreadTimeFixing(t1,t2,k) means the Difference between Fixing(t1,k) and Fixing(t2,k) (or respectively the Difference between Fixing(t2,k) and Fixing(t1,k) as specified in the applicable Final Terms).

AbsoluteSpreadTimeFixing(t1,t2,k) means the Absolute Value of the Difference between Fixing(t1,k) and Fixing(t2,k) (or respectively the Absolute Value of the Difference between Fixing(t2,k) and Fixing(t1,k) as specified in the applicable Final Terms).

BestFixing(i) means the Maximum, for k from 1 to N, of Fixing(i,k).

WorstFixing(i) means the Minimum, for k from 1 to N, of Fixing(i,k).

AverageFixing(i) means the Arithmetic Average, for k from 1 to N, of Fixing(i,k).

BasketFixing(i) means the Sum, for k from 1 to N, of the Product of $W(i,k)$ and Fixing(i,k).

MaxTimeBasketFixing(t1,t2) means the Maximum, for i from t1 to t2, of the BasketFixing(i).

MinTimeBasketFixing(t1,t2) means the Minimum, for i from t1 to t2, of BasketFixing(i).

AverageTimeBasketFixing(t1,t2) means the Arithmetic Average, for i from t1 to t2, of BasketFixing(i).

SpreadTimeBasketFixing(t1,t2) means the Difference between BasketFixing(t1) and BasketFixing(t2) (or respectively the Difference between BasketFixing(t2) and BasketFixing(t1) as specified in the applicable Final Terms).

AbsoluteSpreadTimeBasketFixing(t1,t2) means the Absolute Value of the Difference between BasketFixing(t1) and BasketFixing(t2) (or respectively the Absolute Value of the Difference between BasketFixing(t2) and BasketFixing(t1) as specified in the applicable Final Terms).

SpreadFixing(i) means in respect of Underlying(1) and Underlying(2) which are Reference Rate, the Difference between Fixing(i,1) and Fixing(i,2) (or respectively the Difference between Fixing(i,2) and Fixing(i,1) as specified in the applicable Final Terms).

CapiReferenceLevel(i, Fixing, FixingBasis, Spread) means in respect of Valuation Date(i), the Product for t from 1 to i of $[100\% + (\text{Fixing}(t-1) + \text{Spread}(t-1)) \times \text{Fixing Basis}]$.

4.26 Family of « InBetweenLevel »

Characteristic of this Family of Reference Formula(e): the Reference Formulae of this Family of Reference Formula(e) determine, in respect of Products having several Underlyings, the Underlying(s) with the Level(s) comprised between the smallest levels and the largest levels, in respect of a Valuation Date.

InBetweenLevel(i,m1,m2) means the Sum, for k from m1 to m2, of RankedLevel(i,k).

AveragingInBetweenLevel(i,m1,m2) means the Ratio of InBetweenLevel(i,m1,m2) and (m2-m1+1).

MaxTimeInBetweenLevel(t,m1,m2) means the Maximum, for i from 1 to t, of InBetweenLevel(i,m1,m2).

MinTimeInBetweenLevel(t,m1,m2) means the Minimum, for i from 1 to t, of InBetweenLevel(i,m1,m2).

SumTimeInBetweenLevel(t,m1,m2) means the Sum, for i from 1 to t, of InBetweenLevel(i,m1,m2).

AverageTimeInBetweenLevel(t,m1,m2) means the Arithmetic Average, for i from 1 to t, of InBetweenLevel(i,m1,m2).

4.27 Family of « Combined Vanillas »

Characteristic of this Family of Reference Formula(e): the Reference Formulae of this Family of Reference Formula(e) set a maximum value (**Cap**), a minimum value (**Floor**) for a Level or a Performance or a participation factor applied to a Performance or to the difference between a Level or a Performance and a Threshold.

SumOfCalls(i) means the Sum, for k from 1 to OptionsNumber, of UnitCall(i, k, Weight(k), Cap(k), Floor(k), Strike(k), ReferenceFormula(k)(i))

Where:

UnitCall(i, k, Weight(k), Cap(k), Floor(k), Strike(k), ReferenceFormula(k)(i)) means the Product of Weight(k) and Min(Cap(k) ; Max(Floor(k) ; ReferenceFormula(k)(i) – Strike(k)))

SumOfDigits(i) means the Sum, for k from 1 to OptionsNumber, of UnitDigit(i, k, Weight(k), Cap(k), Floor(k), Strike(k), ReferenceFormula(k)(i))

Where:

Scenario 1:

If on Valuation Date(i), ReferenceFormula(k)(i) is [higher] [lower] than [or equal to] Strike(k), then:

UnitDigit(i, k, Weight(k), Cap(k), Floor(k), Strike(k), ReferenceFormula(k)(i)) means Min(Cap(k) ; Max(Floor(k) ; Weight(k)))

Scenario 2:

If on Valuation Date(i), ReferenceFormula(k)(i) is [lower] [higher] than [or equal to] Strike(k), then:

UnitDigit(i, k, Weight(k), Cap(k), Floor(k), Strike(k), ReferenceFormula(k)(i)) means Min(Cap(k) ; Max(Floor(k) ; 0))

SumOfStrikedDigits(i) means the Sum, for k from 1 to OptionsNumber, of UnitStrikedDigit(i, k, Strike(k), Weight(k), ReferenceFormula(k)(i))

Where:

Scenario 1:

If on Valuation Date(i), ReferenceFormula(k)(i) is [higher] [lower] than [or equal to] Strike(k), then:
UnitStrikeDigit(i, k, Strike(k), Weight(k), ReferenceFormula(k)(i)) means Weight(k)

Scenario 2:

If on Valuation Date(i), ReferenceFormula(k)(i) is [lower] [higher] than [or equal to] Strike(k), then:
UnitStrikeDigit(i, k, Strike(k), Weight(k), ReferenceFormula(k)(i)) means 0

SumOfTimeDigits(t1,i) means the Sum, for t from t1 to i, of UnitTimeDigit(t, Strike, Weight(t), ReferenceFormula(t))

Where:

Scenario 1:

If on Valuation Date(t), ReferenceFormula(t) is [higher] [lower] than [or equal to] Strike, then:
UnitTimeDigit(t, Strike, Weight(t), ReferenceFormula(t)) means Weight(t)

Scenario 2:

If on Valuation Date(t), ReferenceFormula(t) is [higher] [lower] than [or equal to] Strike, then:
UnitTimeDigit(t, Strike, Weight(t), ReferenceFormula(t)) means 0.

SumOfCallsAndDigits(i) means the Sum, for k from 1 to OptionsNumber, of the Product of UnitDigit(i, k, WeightDigit(k), CapDigit(k), FloorDigit(k), StrikeDigit(k), ReferenceFormula_Digit(k)(i)) and UnitCall(i, k, WeightCall(k), CapCall(k), FloorCall(k), StrikeCall(k), ReferenceFormula_Call(k)(i))

Where:

UnitCall(i, k, WeightCall(k), CapCall(k), FloorCall(k), StrikeCall(k), ReferenceFormula_Call(k)(i)) means the Product of WeightCall(k) and Min(CapCall(k) ; Max(FloorCall(k) ; ReferenceFormula_Call(k)(i) – StrikeCall(k)))

And:

Scenario 1:

If on Valuation Date(i), ReferenceFormula_Digit(k)(i) is [higher] [lower] than [or equal to] StrikeDigit(k), then:
UnitDigit(i, k, WeightDigit(k), CapDigit(k), FloorDigit(k), StrikeDigit(k), ReferenceFormula_Digit(k)(i)) means Min(Cap(k) ; Max(Floor(k) ; Weight(k)))

Scenario 2:

If on Valuation Date(i), ReferenceFormula_Digit(k)(i) is [lower] [higher] than [or equal to] StrikeDigit(k), then:
UnitDigit(i, k, WeightDigit(k), CapDigit(k), FloorDigit(k), StrikeDigit(k), ReferenceFormula_Digit(k)(i)) means Min(Cap(k) ; Max(Floor(k) ; 0))

5. GENERAL DEFINITIONS USED IN THESE ADDITIONAL TERMS AND CONDITIONS RELATING TO FORMULAE

5.1 Generic indices, enumeration, simplification and scenario conventions

5.1.1 *Generic indices convention used in Product Formulae definitions*

i or **t** or **t1** or **t2** means the reference to any date relating to a Valuation Date, Relevant Valuation Date or a date within a relevant Schedule.

k or **s** means the reference to any Underlying specified in the relevant Basket.

N means the number of Underlyings comprised in the relevant Basket.

SubN means the number of Underlyings comprised in the relevant sub-basket defined as a part of the relevant Basket. SubN is strictly lower than N.

RVD(i) (**Relevant Valuation Date** and with the abbreviate **RVD**) means, in respect of any date(i), the reference to a date (which may be different from date(i))

For illustration purposes, Valuation Date(i) may be, in respect of an Structured Amount Calculation Date(i), the Valuation Date immediately preceding such Structured Amount Calculation Date.

t0 (or **0**) means the first Valuation Date or the first date of a relevant Schedule.

T means the last Valuation Date or the last date of a relevant Schedule.

For the avoidance of doubt, **i-1**, **t-1**, **t1-1**, **t2-1**, or **T-1** (resp. **t+1**, **t1+1**, **t2+1**, or **T+1**) means the Valuation Date immediately preceding (resp. following) **i**, **t**, **t1**, **t2** or **T**.

5.1.2 *Enumeration convention*

Enumeration will be generally defined as follows:

The dates within the Reference Formula are defined using the following enumeration "from 0 to t" and / or "from 1 to t" and / or "from t1 to t2". The ReferenceFormula listed below can be defined with any of such three enumerations, as the case may be to determine the Product Formula.

Illustration

"MaxTimeBasketLevel(t) means the Maximum, for **i** from 1 to **t**, of **BasketLevel(i)**".

could be modified in:

"MaxTimeBasketLevel(t1, t2) means the Maximum, for **i** from **t1** to **t2**, of **BasketLevel(i)**."

"(i from t1 to t2)" means any date(i) from and including **t1** to and including **t2**.

"(k from 1 to N)" means any Underlying(k) within a Basket from and including Underlying(1) to and including Underlying(N).

For the avoidance of doubt, lower and upper bounds of enumerations used in Product Formulae definitions can be modified notably (but not only) to take into account specificities of Schedules relating

to Products. For instance (i from 0 to T) used in a generic Product Formula can become (i from 1 to T-1) for the purpose of defining a Product Formula in respect of a particular Product.

5.1.3 ***Simplification convention***

For ease of reading, certain conditions relating to Product Formula(e) as defined herein may be simplified as follows:

Case 1: only one barrier condition is required

For example in respect of the following conditions:

"If on Valuation Date(T), ReferenceFormula_Autocall(T) is lower than [or equal to] AutocallBarrier(T) and ReferenceFormula_Barrier(T) is higher than [or equal to] FinalBarrier, then:"

If the second condition "ReferenceFormula_Barrier(T) is higher than [or equal to] FinalBarrier" is not required, these conditions may be simplified as follows : "If on Valuation Date(T), ReferenceFormula_Autocall(T) is lower than [or equal to] AutocallBarrier(T), then".

Case 2: one of the barrier condition is redundant

For example, in respect of the following conditions:

"If on Valuation Date(T), ReferenceFormula_Autocall(T) is lower than [or equal to] AutocallBarrier(T) and ReferenceFormula_Barrier(T) is lower than [or equal to] FinalBarrier, then:"

If "ReferenceFormula_Autocall(T) is equal to ReferenceFormula_Barrier(T) and FinalBarrier is lower than or equal to AutocallBarrier(T)", is not required, these conditions may be simplified as follows:

"If on Valuation Date(T), ReferenceFormula_Autocall(T) is lower than [or equal to] FinalBarrier, then".

Case 3: addition of Variable Data and values determined based on Reference Formulae

For example, in respect of the following Product Formula:

"Product Formula(T) = BaseSettlementLevel_FSP + Participation x (ReferenceFormula_Final(T) – Strike)"

If BaseSettlementLevel_FSP is equal to 90%, Participation is equal to 100% and Strike is equal to 10%, Product Formula may be simplified as follows:

"Product Formula(T) = 80% + ReferenceFormula_Final(T)"

where:

80% = 90% - 10%.

5.1.4 ***Scenario convention***

The convention described hereunder is applicable to all the different Scenarios described in Condition 3.

A scenario is deemed to have occurred and therefore to pay an associated Product Formula according to the position of the relevant Reference Formula and a predefined barrier and/or according to the occurrence of an knock-in event. The position of the relevant Reference Formula and a predefined

barrier can be "higher", "lower", "higher or equal to" or "lower or equal to". When the position of the relevant Reference Formula is described as being "higher" or "lower", it can be written as "strictly higher" or "strictly lower".

5.2 Generic definitions

Product Amount(s) means the amount(s) defined as such in the Overview of these Additional Terms and Conditions.

Product Formula(e) means the formula(e) defined as such in the Overview of these Additional Terms and Conditions.

Reference Formula(e) means the reference formula(e) relating to one Product or more than one Product, defined as such in the Overview of these Additional Terms and Conditions.

Notional Amount means the Notional Amount of each Warrant specified in the applicable Final Terms.

Underlying (respectively Underlying(k)) means the underlying asset (respectively underlying asset (k)) being used as underlying to the relevant Reference Formula(e) as specified in the applicable Final Terms.

5.3 Schedules, dates and days

30/360 means the number of days in the Determination Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

Y1 is the year, expressed as a number, in which the first day of the Determination Period falls;

Y2 is the year, expressed as a number, in which the day immediately following the last day of the Determination Period falls;

M1 is the calendar month, expressed as a number, in which the first day of the Determination Period falls;

M2 is the calendar month, expressed as a number, in which the day immediately following the last day of the Determination Period falls;

D1 is the first calendar day, expressed as a number, of the Determination Period, unless such number is 31, in which case D1 will be 30; and

D2 is the calendar day, expressed as a number, immediately following the last day included in the Determination Period, unless such number would be 31 and D1 is greater than 29, in which case D2 will be 30;

Actual/360 means the actual number of days in the Determination Period divided by 360.

Act(t1,t2) means the number of calendar days between Valuation Date(t1) (included) and Valuation Date(t2) (excluded).

Business Day means a Business Day as defined in the Terms and Conditions or in the applicable Final Terms.

Determination Period means a period starting on (and including) the Issue Date and finishing on (but excluding) (A) the relevant Event-linked Expiration Date or (B) the Scheduled Expiration Date specified in the applicable Final Terms, as applicable.

Event-linked Early Expiration Date, or **Settlement Date** means dates as specified in the applicable Final Terms.

FixingBasis means the interest basis convention as defined in the relevant English Law or French law Conditions and specified in the applicable Final Terms.

HighBarrierEventDate means the date on which a HighBarrierEvent has occurred.

LowBarrierEventDate means the date on which a LowBarrierEvent has occurred.

Mat means the number of years of observation of the Underlying to which it is applied. For the avoidance of doubt, Mat may not be an integer.

Schedule(i) means the i-th Schedule defined in the applicable Final Terms as being either (A) a list of Valuation Dates or Relevant Valuation Dates or any other dates, or (B) all Valuation Dates or Relevant Valuation Dates or any other dates comprised within a period from and [including] [excluding] date t1 to and [including] [excluding] date t2.

SecondHighBarrierEventDate means the date on which a SecondHighBarrierEvent has occurred.

SecondLowBarrierEventDate means the date on which a SecondLowBarrierEvent has occurred.

Structured Amount Calculation Date means a date as specified in the applicable Final Terms.

Valuation Date or **Relevant Valuation Date ("RVD")** or any other date each as specified in the applicable Final Terms, means in respect of one or more than one Underlying, the date defined as the Valuation Date or Averaging Date in the Additional Terms and Conditions relating to the Underlying(s).

5.4 Variable Data

When applicable, the following Variable Data shall be specified when relevant in the applicable Final Terms. These Variable Data may be an amount, a percentage, the value of the ReferenceFormula considered and applied to the Underlying(s) of the Product.

AnnualObservationNumber means the number of dates used to determine the historical volatility of an Underlying or a Basket (e.g. 252 or 260).

AutocallBarrier[_1/2] refers to what is defined for "Barrier[_1/2/3/4]".

AutocallBarrierLowerBound refers to what is defined for "Barrier[_1/2/3/4]".

AutocallBarrierUpperBound refers to what is defined for "Barrier[_1/2/3/4]".

Barrier[_1/2/3/4] or **FinalBarrier** or **PayoutBarrier** or **HighBarrier** or **LowBarrier** or **SecondHighBarrier** or **SecondLowBarrier** or **LowerBound[_1/2]** or **UpperBound[_1/2]** or **AutocallBarrier[_1/2]** or **AutocallBarrierUpperBound** or **AutocallBarrierLowerBound** means a barrier that, once reached, triggers an adjustment in the Product Amount(s) or the occurrence of an event.

BaseSettlementLevel or **BaseSettlementLevel[_1/2/3/4]** or **BaseSettlementLevel_FSP[_1/2/3/4/5]** or **BaseSettlementLevel_ESP[_1/2/3/4]** means a constant amount, percentage or level.

BaseSettlementLevel[_1/2/3/4/Payout] refers to what is defined for "BaseSettlementLevel".

BaseSettlementLevel_ESP[_1/2/3/4] refers to what is defined for "BaseSettlementLevel".

Bonus[_1/2/3/4] refers to what is defined for "Floor[_1/2/3/4]".

CallParticipation refers to what is defined for "Participation[_1/2/3/4]".

Cap[_1/2/3/4] or **FinalCap** or **GlobalCap** or **UpCap** or **DownCap** or **CapCall** or **CapDigit** or **CapDigitA** or **CapDigitB** or **Cap_FSP** or **Cap_Payout** means the Maximum level or percentage or amount that can be reached by the component of a Product Formula to which it is applied; if the component to which it is applied is higher than the Cap (resp. FinalCap or GlobalCap or UpCap or DownCap or CapCall or CapDigit or CapDigitA or CapDigitB), the component will be deemed equal to the Cap (resp. FinalCap or GlobalCap or UpCap or DownCap or CapCall or CapDigit or CapDigitA or CapDigitB or Cap_FSP or Cap_Payout).

CapCall refers to what is defined for "Cap[_1/2/3/4]".

CapDigit refers to what is defined for "Cap[_1/2/3/4]".

CapDigitA refers to what is defined for "Cap[_1/2/3/4]".

CapDigitB refers to what is defined for "Cap[_1/2/3/4]".

Cap_Payout refers to what is defined for "Cap[_1/2/3/4]".

Cap_ESP refers to what is defined for "Cap[_1/2/3/4]".

Cap_FSP refers to what is defined for "Cap[_1/2/3/4]".

CapitalisationRate means a rate designed to reflect the time between the Last Valuation Date and the last Settlement Date.

ConstantCall or **ConstantDigitDown** or **ConstantDigitUp** or **ConstantPut** means a constant number to be added to the Product Amount(s).

ConstantDigitDown refers to what is defined for "ConstantCall".

ConstantDigitUp refers to what is defined for "ConstantCall".

Constant_Payout means a constant number, amount or level.

ConstantPut refers to what is defined for "ConstantCall".

Collateralisation Percentage refers to a hypothetical collateralisation percentage.

DayCountFraction means a convention for determining the basis of calculating the day count fraction.

DCF means the day count fraction convention being Actual/360 or 30/360 as specified in the applicable Final Terms.

DetrendFactor means an integer equal to 0 or 1 used to determine the historical volatility or variance of an Underlying or a Basket.

DIV means an amount, percentage or a level.

DownCap refers to what is defined for "Cap[_1/2/3/4]".

DownFloor refers to what is defined for "Floor[_1/2/3/4]".

Downside means the participation to the performance or level of the Underlying(s) below the Threshold. This Variable Data can be an amount, a percentage or a level.

Factor[_1/2] shall bear the same meaning as the one ascribed to Participation.

FinalBarrier refers to what is defined for "Barrier[_1/2/3/4]".

FinalBonus[_1/2] means a constant number, amount or level.

FinalCap refers to what is defined for "Cap[_1/2/3/4]".

FinalFloor refers to what is defined for "Floor[_1/2/3/4]".

FinalParticipation refers to what is defined for "Participation[_1/2/3/4]".

FinalStrike[_1/2/3/4] refers to what is defined for "Strike[_1/2/3/4]".

FixingBasis means the interest basis convention as defined in the relevant English Law or French law Conditions and specified in the applicable Final Terms.

Floor[_1/2/3/4] or **FinalFloor** or **GlobalFloor** or **Bonus[_1/2/3/4]** or **UpFloor** or **DownFloor** or **LowBonus** or **HighBonus** or **FloorCall** or **FloorDigit** or **FloorDigitA** or **FloorDigitB** or **Floor_FSP** or **Floor_Payout** means the Minimum level or percentage or amount that can be reached by the component of a Product Formula to which it is applied; if the component to which it is applied is lower than the Floor (resp. FinalFloor or GlobalFloor or Bonus or UpFloor or DownFloor or LowBonus or HighBonus or FloorCall or FloorDigit or FloorDigitA or FloorDigitB), the component will be deemed equal to the Floor (resp. FinalFloor or GlobalFloor or Bonus or UpFloor or DownFloor or LowBonus or HighBonus or FloorCall or FloorDigit or FloorDigitA or FloorDigitB or Floor_FSP or Floor_Payout).

FloorCall refers to what is defined for "Floor[_1/2/3/4]".

FloorDigit refers to what is defined for "Floor[_1/2/3/4]".

FloorDigitA refers to what is defined for "Floor[_1/2/3/4]".

FloorDigitB refers to what is defined for "Floor[_1/2/3/4]".

Floor_ESP refers to what is defined for "Floor[_1/2/3/4]".

Floor_FSP refers to what is defined for "Floor[_1/2/3/4]".

Floor_Payout refers to what is defined for "Floor[_1/2/3/4]".

GlobalAdditiveFactor means the additive factor applied to a Product Formula in order to either increase or decrease the exposure to such Product Formula.

GlobalCap refers to what is defined for "Cap[_1/2/3/4]".

GlobalFloor refers to what is defined for "Floor[_1/2/3/4]".

GlobalMultiplicativeFactor means the multiplicative factor applied to a Product Formula in order to either increase or decrease the exposure to such Product Formula.

HighBarrier refers to what is defined for "Barrier[_1/2/3/4]".

HighBonus refers to what is defined for "Floor[_1/2/3/4]".

Knock-InThreshold[_1/2/3/4] means the performance that, once reached, triggers [a European] [an American] [a Range] Knock-In Event.

Lag means a number of dates.

Leverage refers to what is defined for "Participation[_1/2/3/4]".

LeverageFactor refers to what is defined for "Participation[_1/2/3/4]".

LeveragePercentage refers to what is defined for "Participation[_1/2/3/4]".

LowBarrier refers to what is defined for "Barrier[_1/2/3/4]".

LowBonus refers to what is defined for "Floor[_1/2/3/4]".

LowerBound[_1/2] refers to what is defined for "Barrier[_1/2/3/4]".

NbCalls or **NbPuts** or **NbDigitsDown** or **NbDigitUp** or **ProductNumber** or **UnitVanillaNumber** or **OptionsNumber** means the number of components used to determine the Product Amount(s).

NbDigitsDown refers to what is defined "NbCalls".

NbDigitUp refers to what is defined for "NbCalls".

NbPuts refers to what is defined for "NbCalls".

Number of Days means the number of days to be observed to determine an event.

OptionsNumber refers to what is defined for "NbCalls".

Participation[_1/2/3/4] or **FinalParticipation** or **CallParticipation** or **PutParticipation** or **LeveragePercentage** or **Leverage** or **LeverageFactor** or **Factor[_1/2]** means the multiplicative factor applied to one or several component(s) of a Product Formula in order to either increase or decrease the exposure to these component(s) of a Product Formula.

Participation_ESP[_1/2] refers to what is defined for "Participation[_1/2/3/4]"

Participation_Payout[_1/2/3] refers to what is defined for "Participation[_1/2/3/4]"

PayoutBarrier refers to what is defined for "Barrier[_1/2/3/4]".

Payout[_1/2/3/4] or **Payout_ESP** or **Payout_FSP** means the fixed or conditional payment paid periodically or upon an Early Expiration Event or [Settlement Date] of the Warrants.

Payout_ESP refers to what is defined for "Payout[_1/2/3/4]".

Payout_FSP refers to what is defined for "Payout[_1/2/3/4]".

PayoutStrike[_1/2/3] refers to what is defined for "Strike[_1/2/3/4]".

ProductNumber refers to what is defined for "NbCalls".

PutParticipation refers to what is defined for "Participation[_1/2/3/4]".

ReferenceFixingTime means the specific time used to determine the Fixing Price of an Underlying when the option Fixing Price is chosen to determine the Exchange Reference Price.

SecondHighBarrier refers to what is defined for "Barrier[_1/2/3/4]".

SecondLowBarrier refers to what is defined for "Barrier[_1/2/3/4]".

Spread means the percentage to be added to the relevant Fixing or reference rate.

SpreadMidAsk means the Spread used to adjust the Exchange Reference Price when the option Bid-Ask Spread is chosen to determine the Exchange Reference Price by reference to a purchase order.

SpreadBidMid means the Spread used to adjust the Exchange Reference Price when the option Bid-Ask Spread is chosen to determine the Exchange Reference Price by reference to a sell order.

SpreadSC means the relevant spread part of the SafeComponent, specified in the applicable Final Terms.

SpreadLC means the relevant spread part of the LeverageComponent, specified in the applicable Final Terms.

Strike[_1/2/3/4] or **FinalStrike[_1/2/3/4]** or **StrikeCall** or **StrikePut** or **StrikeDigit** or **StrikeDigitA** or **StrikeDigitB** or **StrikeDigitDown** or **StrikeDigitUp** means the amount or level or performance of the relevant Underlying(s) that is (are) used to determine the reference purchase or selling price (resp. level performance) of the Underlying(s).

StrikeCall refers to what is defined for "Strike[_1/2/3/4]".

StrikeDigit refers to what is defined for "Strike[_1/2/3/4]".

StrikeDigitA refers to what is defined for "Strike[_1/2/3/4]".

StrikeDigitB refers to what is defined for "Strike[_1/2/3/4]".

StrikeDigitDown refers to what is defined for "Strike[_1/2/3/4]".

StrikeDigitUp refers to what is defined for "Strike[_1/2/3/4]".

Strike_Payout[_1/2] refers to what is defined for "Strike[_1/2/3/4]"

StrikePut refers to what is defined for "Strike[_1/2/3/4]".

TargetAmount means an amount used to determine the occurrence of a Target Event.

Threshold means the threshold under or above which the participation to the level or performance of the Underlying(s) is adjusted.

TWAPStartTime means the specific time used to determine the beginning of the period considered to compute the time weighted average price of an Underlying when the option TWAP is chosen to determine the Exchange Reference Price.

TWAPEndTime means the specific time used to determine the end of the period considered to compute the time weighted average price of an Underlying when the option TWAP is chosen to determine the Exchange Reference Price.

UnitVanillaNumber refers to what is defined for "NbCalls".

UpCap refers to what is defined for "Cap[_1/2/3/4]".

UpFloor refers to what is defined for "Floor[_1/2/3/4]".

UpperBound[_1/2] refers to what is defined for "Barrier[_1/2/3/4]".

Upside means the participation to the performance or level of the Underlying(s) above the Threshold.

VWAPStartTime means the specific time used to determine the beginning of the period considered to compute the volume weighted average price of an Underlying when the option VWAP is chosen to determine the Exchange Reference Price.

VWAPEndTime means the specific time used to determine the end of the period considered to compute the volume weighted average price of an Underlying when the option VWAP is chosen to determine the Exchange Reference Price.

W(i,k) or RW(i,k) means in respect of Valuation Date(i) and Underlying(k), the weight (usually expressed in percentage) associated to the Underlying(k) comprised in the relevant Basket (for the avoidance of doubt, W(i,k) may be negative).

Weight or WeightCall or WeightDigit or WeightDigitA or WeightDigitB or WeightDigitDown or WeightDigitUp or WeightPut means the weight, usually expressed in percentage, associated to the components used to determine the Product Amount(s).

WeightCall refers to what is defined for "Weight".

WeightDigit refers to what is defined for "Weight".

WeightDigitA refers to what is defined for "Weight".

WeightDigitB refers to what is defined for "Weight".

WeightDigitDown refers to what is defined for "Weight".

WeightDigitUp refers to what is defined for "Weight".

WeightPut refers to what is defined for "Weight".

6. DEFINITIONS RELATING TO MATHEMATICAL OPERATORS AND SYMBOLS

Where a given formula contains signs from both Groups 1 and 2 below, the operations required by the signs in Group 1 should be computed first, followed by the operations required by the signs in Group 2.

Group 1 signs: / or x or *

Group 2 signs: + or –

+	means that the item preceding this sign is added to the item following this sign.
-	means that the item following this sign is deducted from the item preceding this sign.
/	means that the item preceding this sign is divided by the item following this sign.
x or *	means that the item preceding this sign will be multiplied by the item following this sign.
>	means that an item X preceding this sign is, or when used in a condition, must be, strictly higher than an item Y following this sign (E.g.: "If $X > Y$ then,..." means that X must be strictly higher than Y for such condition to be met).
<	means that an item X preceding this sign is, or when used in a condition, must be, strictly lower than an item Y following this sign (E.g.: "If $X < Y$ then,..." means that X must be strictly lower than Y for such condition to be met).
\geq or \geq	means that an item X preceding this sign is, or when used in a condition, must be, equal to or higher than an item Y following this sign (E.g.: "If $X \geq Y$ then,..." means that X must be equal to or higher than Y for such condition to be met).
\leq or \leq	means that an item X preceding this sign is, or when used in a condition, must be, equal to or lower than an item Y following this sign (E.g.: "If $X \leq Y$ then,..." means that X must be equal to or lower than Y for the condition to be met).
i from X to Y	means that within the countable list of the designated item to which i applies (as defined above), only the items with a rank between X and Y both included (X and Y are integer numbers) are considered. i from X to Y and $\neq i0$ by extension the item ranked i0 is excluded from the above list.
Min(X;Y)	means that the considered level is the lowest level between the levels of the two numbers X and Y.
Min or min or MIN or Minimum	means, for the item to which it applies, the lowest level that the item will take E.g. Min(n from 1 to 10) FunctionLevel(n) means the lowest

	level among the 10 levels that FunctionLevel(n) takes.
Max(X;Y)	means that the considered level is the highest level between the levels of the two numbers X and Y.
Max or max or MAX or Maximum	means, for the item to which it applies, the highest level that the item will take E.g. Max(n from 1 to 10) FunctionLevel(n) means the highest level among the 10 levels that FunctionLevel(n) takes
$\sum_{n=1}^X$ or Sum (n from 1 to X) or Sum	means, for the item to which it applies, the sum of the X levels that the item will take. Sum of a and b means a + b. E.g.: $\sum_{n=1}^{10}$ FunctionLevel(n) means the Sum of the 10 levels that FunctionLevel(n) takes when n varies from 1 to 10.
$\frac{1}{X} \times \sum_{n=1}^X$ or Average(n from 1 to X) or Arithmetic Average	E.g.: $\frac{1}{10} \times \sum_{n=1}^{10}$ FunctionLevel(n) means the Arithmetic Average of the 10 levels that FunctionLevel(n) takes.

|X| or **Abs (X)** or **Absolute Value of X**

means the maximum between X and -X.

Xⁿ or **X^ⁿ**

means that the level to be considered is the result of X multiplied by itself "n-1" times (E.g.: 2⁵ means 2*2*2*2*2 (i.e. 2 multiplied by itself 4 times) = 32).

a power b or **POW(a,b)** or **a^b**

means the exponential function of b with base a.

√X or **the square root of X**

means that the level to be considered is the number which when multiplied by itself gives X (E.g.: √9 = 3 since 3*3 = 9.).

$\prod_{n=1}^x$ or Product	means, for the item to which it applies, the product of the x levels that the item will take. Product of a and b means a x b. E.g.: $\prod_{n=1}^3 (n + 1)$ means (1+1)(2+1)(3+1) = 2 x 3 x 4 = 24.
LN(x) = ln(x) = Ln(x)	means logarithm to the base e of x, for example LN(2) = 0.69315.
INT(x)	means the function which gives the integer part of the number x (rounded down to the closest integer number). E.g.: INT(2.3) = 2, INT(1.6) = 1, INT(-1.4) = -2, INT(-4.6) = -5.
IND(condition)	means the characteristic function of the condition which is equal to 1 if the condition is satisfied and which is equal to 0 if the condition is not satisfied.

	<p>E.g.:</p> <p>S(0): Closing Price of the Underlying on Valuation Date(0)</p> <p>S(1): Closing Price of the Underlying on Valuation Date(1)</p> <p>if $S(0) > S(1)$, then $IND(S(0)>S(1)) = 1$</p> <p>if $S(0) = S(1)$, then $IND(S(0)>S(1)) = 0$</p> <p>if $S(0) < S(1)$, then $IND(S(0)>S(1)) = 0$</p>
Ratio	ratio between a and b means a / b
Difference	difference between a and b means $a - b$

ADDITIONAL TERMS AND CONDITIONS FOR SHARE LINKED WARRANTS

The provisions of these Additional Terms and Conditions for Share Linked Warrants apply if the applicable Final Terms specify that the clause "*Type of Warrants*" is stated as being "*Share Linked Warrants*".

References in these Additional Terms and Conditions for Share Linked Warrants to a "Condition" or "these Additional Terms and Conditions" shall be construed as a reference to the relevant conditions in these Additional Terms and Conditions for Share Linked Warrants unless otherwise specified herein.

1. GENERAL DEFINITIONS

Affiliate means, in respect of Shares traded through the China Connect Services, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of a majority of the voting power of the entity or person.

Applicable Hedge Positions means, at any time, Hedge Positions that Société Générale or any of its affiliates determines that a Hypothetical Investor, acting in a commercially reasonable manner, would consider necessary to hedge the Warrants at that time.

Averaging Date means, in respect of a Valuation Date and a Share, each date specified as such in the applicable Final Terms for the purpose of determining an average (or if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day) unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of Condition 2 below.

Basket means a basket composed of the Shares (each an Underlying) in the relative proportions or numbers of Shares specified in the applicable Final Terms.

Business Day has the meaning given to it in Condition 3 of the General Terms and Conditions.

Calculation Agent means the person or entity specified as such in Condition 10 of the General Terms and Conditions. Whenever a Calculation Agent is required to act or to exercise judgment in any way, it will do so in good faith and in a commercially reasonable manner.

China Connect Business Day means, in respect of Shares traded through the China Connect Services, any Scheduled Trading Day on which the China Connect Service is open for order-routing during its regular order-routing sessions, notwithstanding the China Connect Service closing prior to its Scheduled Closing Time.

China Connect Service means, in respect of Shares traded through the China Connect Services, the securities trading and clearing links programme developed by the Exchange, SEHK, CSDCC and HKSCC, through which (i) SEHK and/or its Affiliates provides order-routing and other related services for certain eligible securities traded on the Exchange and (ii) CSDCC and HKSCC provides clearing, settlement, depository and other services in relation to such securities.

Closing Price means, in respect of a Share:

- (a) if Share is traded on the Tokyo Stock Exchange or the Osaka Exchange Inc., the last traded price of such Share for the day quoted by the Exchange, provided however, that if there is a closing

special quote on such Share quoted by the Exchange (*tokubetsu kehaine*), such quote shall be deemed to be the relevant Closing Price;

- (b) if such Share is traded on the Italian Stock Exchange (Borsa Italiana S.p.A.), the *Prezzo di Riferimento*, which means the price as published by the Borsa Italiana S.p.A. at the close of trading and having the meaning ascribed thereto in the Rules of the markets organised and managed by Borsa Italiana S.p.A., as such Rules may be amended by Borsa Italiana S.p.A. from time to time;
- (c) if such Share is traded on the Nasdaq, the NASDAQ Official Closing Price (NOCP) as of the relevant Valuation Time on the Valuation Date as reported in the official real-time price dissemination mechanism for the Exchange;
- (d) in any other case, the official closing price of such Share on the relevant Exchange;

in any case as adjusted (if applicable) pursuant to the provisions of Condition 3 below.

Company means, in respect of a Share, the issuer of such Share or, if applicable, the relevant entity (including, without limitation, a limited partnership) in which an equivalent proprietary unit is held.

CSDCC means, in respect of Shares traded through the China Connect Services, China Securities Depository and Clearing Corporation.

Disrupted Day means, in respect of a Share (or, in the case of a Basket of Shares, in respect of any Share comprising the Basket and observed separately), any Scheduled Trading Day on which (a) a relevant Exchange or Related Exchange fails to open for trading during its regular trading session or (b) a Market Disruption Event has occurred.

Disrupted Day means, in respect of Shares traded through the China Connect Services, a Share (or, in the case of a Basket of Shares, in respect of any Share comprising the Basket and observed separately), any Scheduled Trading Day on which (a) a relevant Exchange or Related Exchange fails to open for trading during its regular trading session or (b) the China Connect Service fails to open for order-routing during its regular order-routing session, or (c) a Market Disruption Event has occurred.

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

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

In respect of Shares traded through the China Connect Services, the following definition of Exchange Business Day applies:

Exchange Business Day means, in respect of a Share (or, in the case of a Basket of Shares, in respect of any Share comprising the Basket and observed separately) any Scheduled Trading Day (i) on which each relevant Exchange and Related Exchange are open for trading during their respective

regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time and (ii) which is a China Connect Business Day.

Hedge Positions means any purchase, sale, entry into or maintenance, by Société Générale or any of its affiliate, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) any cash deposits or cash borrowing and/or (d) other instruments, arrangements, assets or liabilities howsoever described in order to hedge, individually or on a portfolio basis, the part of Société Générale or any of its affiliates' obligation under the Warrants or any agreement entered into with Société Générale or any of its affiliates by the Issuer in relation to the Warrants.

HKSCC means, in respect of Shares traded through the China Connect Services, the Hong Kong Special Administrative Region of the People's Republic of China

Hong Kong means, in respect of Shares traded through the China Connect Services, the Hong Kong Special Administrative Region of the People's Republic of China.

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

Local Jurisdiction means, in respect of a Share, the jurisdiction in which the relevant Exchange is located.

Local Taxes means, in respect of a Share, taxes, duties and similar charges (in each case, including interest and penalties thereon) imposed by the taxing authority in any jurisdiction, that would be withheld from or paid or otherwise incurred by a Hypothetical Investor in connection with any Applicable Hedge Positions, excluding any corporate income taxes levied on the overall net income of the Hypothetical Investor.

Market Disruption Event means, in respect of a Share, the occurrence or existence of (A) a Trading Disruption, (B) an Exchange Disruption which, in either case, the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time or (C) an Early Closure. For the purpose hereof:

- A. **Trading Disruption** means, in respect of a Share, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) relating to the Share on the Exchange or (b) in futures or options contracts relating to the Share on any relevant Related Exchange;
- B. **Exchange Disruption** means, in respect of a Share, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for (a) the Share on the Exchange, or (b) futures or options contracts relating to the Share on any relevant Related Exchange;
- C. **Early Closure** means, the closure on any Exchange Business Day of (a) the relevant Exchange, or (b) any Related Exchange, prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (x) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (y) the submission deadline

for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

In respect of Shares traded through the China Connect Services, the following definition of Market Disruption Event applies:

Market Disruption Event means, in respect of a Share, the occurrence or existence of (A) a Trading Disruption, (B) an Exchange Disruption, (C) a China Connect Disruption, which, in either case, the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time or (D) an Early Closure or (E) a China Connect Early Closure. For the purpose hereof:

- A. **Trading Disruption** means, in respect of a Share, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) relating to the Share on the Exchange or (b) in futures or options contracts relating to the Share on any relevant Related Exchange;
- B. **Exchange Disruption** means, in respect of a Share, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for (a) the Share on the Exchange, or (b) futures or options contracts relating to the Share on any relevant Related Exchange;
- C. **China Connect Disruption** means (i) any suspension of or limitation imposed on routing of orders (including in respect of buy orders only, sell orders only or both buy and sell orders) through the China Connect Service, relating to the Share on the Exchange or (ii) any event (other than a China Connect Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of the market participants in general to enter orders in respect of Shares through the China Connect Service;
- D. **Early Closure** means, the closure on any Exchange Business Day of (a) the relevant Exchange, or (b) any Related Exchange, prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (x) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (y) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day;
- E. **China Connect Early Closure** means the closure on any China Connect Business Day of the China Connect Service prior to its Scheduled Closing Time unless such earlier closing time is announced by SEHK or the Exchange, as the case may be, at least one hour prior to the earlier of (i) the actual closing time for order-routing through the China Connect Service on such China Connect Business Day and (ii) the submission deadline for orders to be entered into the China Connect Service system for execution on the Exchange at the Valuation Time on such China Connect Business Day.

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

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

Relevant Jurisdiction means, in respect of a Share, the relevant authorities in the jurisdiction of incorporation or organisation of the issuer of any component security.

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

In respect of Shares traded through the China Connect Services, the following definition of Scheduled Closing Time applies:

Scheduled Closing Time means, in respect of an Exchange, Related Exchange or China Connect Service, the scheduled weekday closing time of such Exchange, Related Exchange or the China Connect Service, without regard (in the case of any Exchange or Related Exchange) to after hours or any other trading outside of the regular trading session hours or (in the case of the China Connect Service) any after hours or any other order-routing outside of the regular order-routing session hours.

Scheduled Trading Day means, in respect of a Share (or, in the case of a Basket of Shares, in respect of any Share comprising the Basket and observed separately), any day on which each Exchange and each Related Exchange, if any, are scheduled to be open for trading for their respective regular trading session.

In respect of Shares traded through the China Connect Services, the following definition of Scheduled Trading Day applies:

Scheduled Trading Day means, in respect of a Share (or, in the case of a Basket of Shares, in respect of any Share comprising the Basket and observed separately), any day on which (i) each Exchange and each Related Exchange, if any, are scheduled to be open for trading for their respective regular trading session and (ii) the China Connect Service is scheduled to be open for order-routing for its regular order-routing sessions.

SEHK means, in respect of Shares traded through the China Connect Services, The Stock Exchange of Hong Kong Limited.

Share(s) means a share, or other equivalent proprietary unit (including, without limitation, a common unit in a limited partnership) of the Company (or the shares of the relevant Company in case of a Basket) specified as Underlying in the applicable Final Terms, subject to adjustment pursuant to the provisions of Condition 3.1 below.

Tax Residence Jurisdiction means, in respect of a Share, the Local Jurisdiction or any jurisdiction of tax residence of the issuer

Valuation Date means in respect of a Share, each date specified as such in the applicable Final Terms (or, if such date is not a Scheduled Trading Day for such Share, the next following Scheduled Trading Day) provided that if such Share is listed and traded on the Italian Stock Exchange (Borsa Italiana S.p.A.) Valuation Date shall mean (i) for the purpose of calculating the Final Settlement Price the Scheduled Trading Day preceding the Exercise Date, and (ii) for the purpose of calculating the Early Settlement Price, the relevant Exercise Date unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of Condition 2 below.

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

2. CONSEQUENCES OF DISRUPTED DAYS

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

- A. that eighth Scheduled Trading Day shall be deemed to be the Valuation Date or Averaging Date, for the Share notwithstanding the fact that such day is a Disrupted Day; and
- B. the Calculation Agent shall determine, its good faith estimate of the value of the Share as of the Valuation Time on that eighth Scheduled Trading Day and the good faith estimate of the value of the Share so calculated shall be deemed the Closing Price.

Provided that if the Share is included in a Basket, the hereabove provisions shall apply only to the Share affected by the occurrence of a Disrupted Day and the Valuation Date or the Averaging Date for each Share not affected by a Disrupted Day shall be the Scheduled Valuation Date or the Scheduled Averaging Date;

provided however that:

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

any payment to be made under the Warrants on the basis of determinations made on such Valuation Date or Averaging Date, then the earlier of (i) the Expiration Date and (ii) that fourth Business Day shall be deemed the Valuation Date or Averaging Date and the Calculation Agent shall make, on that day the determinations described in (B) above at the latest as of the Valuation Time on the earlier of (i) the Expiration Date and (ii) such fourth Business Day and the good faith estimate of the value of the Share so calculated shall be deemed the Closing Price, *provided however that*, in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Swedish Central Securities Depository (Euroclear Sweden AB), the Norwegian Central Securities Depository (Verdipapirsentralen ASA) or the Finnish Central Securities Depository (Euroclear Finland Ltd), all references to the word "fourth" above shall be deemed to be references to the word "twelfth".

3. ADJUSTMENTS, EXTRAORDINARY EVENTS AND HOLDING LIMIT EVENTS - MONETISATION UNTIL THE EXPIRATION DATE - HEDGING DISRUPTION, INCREASED COST OF HEDGING, INSOLVENCY FILING AND CONSEQUENCES - CHANGE IN LAW AND CONSEQUENCES

3.1 Adjustments and Extraordinary Events

3.1.1 Potential Adjustment Events

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

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

Following the occurrence of any Potential Adjustment Event as defined above, the Calculation Agent will, as soon as reasonably practicable after it becomes aware of such event determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the Share and, if so, will (a) calculate the corresponding adjustment, if any, to be made to the elements relating to the relevant Share used to determine any settlement or payment terms under the Warrants and/or adjust any other terms of the Warrants as it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Warrants (subject to any Local Taxes to be withheld or paid as explained below) and (b) determine the effective date of that adjustment. In its determination of the existence and extent of any dilutive or concentrative effect on the theoretical value of the Shares of any Potential Adjustment Event, and any related adjustments to the terms of the Warrants, the Calculation Agent shall take into account any amounts of Local Taxes that would, in the determination of the Calculation Agent, be withheld from or paid or otherwise incurred by an Offshore Investor in connection with such Potential Adjustment Event. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by a Related Exchange to options on the Share traded on such Related Exchange.

In respect of Shares traded through the China Connect Services, the below provision to determine the consequences of a Potential Adjustment Event applies:

Following the occurrence of any Potential Adjustment Event as defined above, the Calculation Agent will, as soon as reasonably practicable after it becomes aware of such event determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the Share and, if so, will (a) calculate the corresponding adjustment, if any, to be made to the elements relating to the relevant Share used to determine any settlement or payment terms under the Warrants and/or adjust any other terms of the Warrants as it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Warrants and (b) determine the effective date of that adjustment. In its determinations of the existence and extent of any dilutive or concentrative effect on the theoretical value of the Shares of any Potential Adjustment Event, and any related adjustments to the terms of the Warrants, the Calculation Agent shall take into account (i) any amounts of Local Taxes that would, in the determination of the Calculation Agent, be withheld from or paid or otherwise incurred by an Offshore Investor in connection with such Potential Adjustment Event and (ii) any requirement, adjustment and/or limitation that may be imposed by the China Connect Service or any action or inaction by any one or more of the Exchange, SEHK, CSDCC and HKSCC in relation to such Potential Adjustment Event in respect of Shares held through the China Connect Service. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by a Related Exchange to options on the Share traded on such Related Exchange.

Definitions applicable to this Condition 3.1.1:

Local Taxes means, in respect of a Share, taxes, duties and similar charges (in each case, including interest and penalties thereon) imposed by the taxing authority in any jurisdiction, that would be withheld from or paid or otherwise incurred by a Hypothetical Investor in connection with any Applicable Hedge Positions, excluding any corporate income taxes levied on the overall net income of the Hypothetical Investor.

Offshore Investor shall mean a holder of Shares who is an institutional investor not resident in the country in which the Company has been incorporated or in which the Exchange, on which the Share is listed, is located (the **Local Jurisdiction**), for the purposes of the tax laws and regulations of the Local Jurisdiction. For the avoidance of doubt, the jurisdiction of residence of the Offshore Investor (a) shall be

determined by the Calculation Agent and (b) may be the jurisdiction of Société Générale or any of its affiliates.

3.1.2 Extraordinary Events and consequences

- A. Upon the occurrence, in the determination of the Calculation Agent, on or prior to the last Valuation Date or the last Averaging Date of the opening of an Offering Period relating to a Merger Event, a De-merger Event, a De-listing Event, an Insolvency or a Nationalization, in respect of a Share (an **Affected Share**), then during such Offering Period, or otherwise at any time following the occurrence of a Holding Limit Event in respect of a Share (an **Affected Share**), the Calculation Agent may decide to apply Method of Substitution with respect to the Affected Share.
- B. If the Calculation Agent decides not to apply Method of Substitution with respect to the Affected Share, then:
 - (a) in respect of a Merger Event, from the Merger Date, and/or upon consummation of the Merger Event, until the sixtieth Business Day thereafter, the Calculation Agent shall apply either:
 - (i) Share-for-Share Merger Event: Alternative Obligation and/or Method of Substitution or Monetisation until the Expiration Date or Early Termination;
 - (ii) Share-for-Other Merger Event: Alternative Obligation and/or Method of Substitution or Monetisation until the Expiration Date or Early Termination; or
 - (iii) Share-for-Combined Merger Event: Alternative Obligation and/or Method of Substitution or Monetisation until the Expiration Date or Early Termination;
 - (b) in the case of a Merger Event affecting two Shares comprised in a Basket, the Calculation Agent will either:
 - (i) continue with the share resulting from the Merger Event and in order to maintain the original number of companies in the Basket, a Substitute Share or Substitute Depositary Receipt (as applicable) will be elected and included in the Basket;
 - (ii) substitute both Shares with two Substitute Shares or Substitute Depositary Receipt selected as described in the Method of Substitution;
 - (iii) apply the Monetisation until the Expiration Date; or
 - (iv) apply the Early Termination;
 - (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:
 - (i) replace the Affected Share with the shares or depository receipts of the successor companies;
 - (ii) substitute one or more share(s) or depository receipt(s) resulting from such De-merger Event pursuant to the Method of Substitution;
 - (iii) apply the Monetisation until the Expiration Date; or

(iv) apply the Early Termination;

it being understood that, in the case of a Basket, the Calculation Agent shall maintain the initial number of companies in the Basket and that in the case where the Calculation Agent has elected to substitute the Affected Share with several shares or 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 Nationalization, from the effective date of such event, until the sixtieth Business Day thereafter, the Calculation Agent may, but need not, apply the Method of Substitution or the Monetisation until the Expiration Date or the Early Termination; and

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

(i) that the Affected Share will be substituted pursuant to the Method of Substitution;

(ii) that the value of the relevant component in the formula used to determine the amount to be paid or whether a condition has occurred, if any, as described in the applicable Final Terms, representing the Affected Share will be accounted by the Calculation Agent for its fair market value determined at any time as from the date of occurrence of such Insolvency until the last Valuation Date or the last Averaging Date. The determination of the fair market value shall depend upon the liquidity of the market and the trading conditions relating to the Share affected at the time of calculation;

(iii) to apply the Monetisation until the Expiration Date; or

(iv) to apply the Early Termination.

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

Definitions applicable to this Condition 3.1.2:

Alternative Obligation means:

A. if, in respect of a Share-for-Share Merger Event, the Calculation Agent decides to apply Alternative Obligation, then on or after the relevant Merger Date the New Shares and the issuer of such New Shares will be deemed the **Shares** and the Company, respectively, and, if necessary, the Calculation Agent will adjust any relevant terms of the Warrants on the basis of the number of New Shares (as subsequently modified in accordance with any relevant terms and including the proceeds of any redemption, if applicable) to which a holder of the relevant number of Shares immediately prior to the occurrence of the Merger Event would be entitled upon consummation of the Merger Event;

B. if, in respect of a Share-for-Other Merger Event, the Calculation Agent decides to apply Alternative Obligation, then on or after the relevant Merger Date, the Calculation Agent will adjust any relevant terms of the Warrants on the basis of the amount of Other Consideration (as subsequently modified in accordance with any relevant terms and including the proceeds of any redemption, if applicable) to which a holder of the relevant number of Shares would be

entitled upon consummation of the Merger Event and, if necessary, any relevant terms of the Warrants; and

- C. if, in respect of a Share-for-Combined Merger Event, the Calculation Agent decides to apply Alternative Obligation, then on or after the Merger Date the New Shares and the Other Consideration will be deemed the **Shares** and the issuer of the New Shares will be deemed the Company respectively, and, if necessary, the Calculation Agent will adjust any relevant terms of the Warrants on the basis of the number of New Shares and the amount of Other Consideration (as subsequently modified in accordance with any relevant terms and including the proceeds of any redemption, if applicable) to which a holder of the relevant number of Shares would be entitled upon consummation of the Merger Event.

Combined Consideration means New Shares in combination with Other Consideration.

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

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

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

Early Termination means that there will be an early termination of the Warrants, in respect of which Warrantholders shall be entitled to receive (i) in the case of Cash Settled Warrants, the Early Termination Settlement Amount or (ii) in the case of Physical Delivery Warrants and subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount, determined, in each case, in accordance with Condition 5.9 of the General Terms and Conditions.

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

- A. Société Générale or any of its affiliates sells the Affected Shares, the New Shares and/or the Other Consideration, (as the case may be), on the basis of the weighted average of the closing prices of the relevant assets traded by Société Générale or any of its affiliates with regards to the relevant Warrants, as observed during such Fixing Period; and
- B. the proceeds of such sale are re-invested in the Substitute Shares, Substitute Depositary Receipt and/or New Shares accordingly during the said Fixing Period on the basis of the weighted average of the closing prices of such Substitute Shares, Substitute Depositary Receipt and/or New Shares traded by Société Générale or any of its affiliates with regards to the relevant Warrants, as observed during such Fixing Period.

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

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

Merger Event means, in respect of any Share:

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

Method of Substitution means, that in the case of a Merger Event, De-merger Event, De-listing Event, Nationalization, Insolvency or Holding Limit Event (regardless of the consideration to be received), in respect of an Affected Share, the Calculation Agent may consider that the Affected Share, the New Shares and/or, all or part of the Other Consideration (as the case may be) is/are converted into cash and that the proceeds will be reinvested either (a) into a new share or a Depositary Receipt of the same economic sector or into a share or a Depositary Receipt issued by a company of a similar international standing or creditworthiness as the Company related to the Affected Share (the **Substitute Share** or the **Substitute Depositary Receipt**, as the case may be) or (b) in the case of Combined Consideration into New Shares. In the event of Other Consideration to be received in cash, in the future, the Calculation Agent may consider that the cash to be received in the future is discounted in order to immediately re-invest the proceeds then procured in accordance with (a) and (b) above.

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

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

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

New Shares means shares or depositary receipts (whether of the offeror or a third party) that are listed or quoted on a recognised exchange involved in the application of Method of Substitution or Alternative Obligation as determined by the Calculation Agent.

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

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

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

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

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

3.1.3 **Stop-Loss Event**

If on any Exchange Business Day between the initial Valuation Date (excluded) and the last Valuation Date (included), the Closing Price of a Share is affected by a decrease of 80 per cent. or more of its Closing Price on the initial Valuation Date (the **Affected Share** and the event, the **Stop-Loss Event**), then:

- A. the Calculation Agent may decide to substitute the Affected Share by a new share or Depositary Receipt issued by a company of a similar international standing or creditworthiness

- as the Company related to the Affected Share (the **Substitute Share** or **Substitute Depositary Receipt**, as the case may be) and will adjust any relevant terms of the Warrants accordingly; or
- B. the Calculation Agent may decide to continue with the Affected Share; or
- C. if the Calculation Agent has neither retained any Substitute Share or Substitute Depositary Receipt nor decided to continue with the Affected Share, the Calculation Agent may either:
- (a) apply Monetisation until the Expiration Date; or
 - (b) consider such event as an event triggering an early termination of the Warrants. In that case, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible after the occurrence of the Stop-Loss Event:
 - (i) in the case of Cash Settled Warrants, an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or
 - (ii) in the case of Physical Delivery Warrants, subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions.

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

3.1.4 Correction of the Closing Price

In the event that any price or level of a Share published on the Exchange and which is utilised for any calculation or determination made under the Warrants is subsequently corrected and the correction is published and made available to the public by the Exchange after the original publication but no later than the earlier of: (i) the Expiration Date; and (ii) four Business Days prior to the Settlement Date (or any payment date(s) determined in the applicable Final Terms), the Calculation Agent will determine the amount that is payable as a result of that correction, and, to the extent necessary, will adjust the terms of the Warrants to account for such correction, *provided however that*, in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Norwegian Central Securities Depositary (Verdipapirsentralen ASA) or the Finnish Central Securities Depositary (Euroclear Finland Ltd), all references to the word "four" above shall be deemed to be references to the word "twelve".

3.2 Hedging Disruption, Increased Cost of Hedging, Insolvency Filing and consequences - Change in Law and consequences - China Connect Share Disqualification, China Connect Service Termination and consequences

3.2.1 Hedging Disruption, Increased Cost of Hedging and Insolvency Filing and consequences

Hedging Disruption means, in respect of Warrants that have one or more Share(s) as Underlying(s), that Société Générale or any of its affiliates is unable, after using commercially reasonable efforts, to either (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or

asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk including, but not limited to, the currency risk) of entering into and performing its obligations with respect to the Warrants or the agreement entered into with Société Générale or any of its affiliates by the Issuer of the Warrants; or (b) freely realize, recover, receive, repatriate, remit or transfer the proceeds of Hedge Positions as the case may be between accounts within the jurisdiction of the Hedge Positions (the **Affected Jurisdiction**) or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction.

In addition, for Shares traded through the China Connect Services, the definition of Hedging Disruption is completed by adding:

For the avoidance of doubt, "using commercially reasonable efforts" to hedge the risks with respect to the transaction(s) referred to in Hedging Disruption does not include the use of any quota granted to Société Générale or its Affiliates under the Qualified Foreign Institutional Investor (QFII) or Renminbi Qualified Foreign Institutional Investor (RQFII) schemes.

Increased Cost of Hedging means, in respect of Warrants that have one or more Share(s) as Underlying(s), that Société Générale or any of its affiliates would incur a materially increased (as compared with circumstances existing on the date(s) on which Société Générale or any of its affiliates enters into the Hedge Positions in respect of the Warrants) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk of entering into and performing its obligations with respect to the Warrants or any agreement entered into with Société Générale or any of its affiliates by the Issuer in relation to the Warrants or (b) freely realize, recover or remit the proceeds of its Hedge Positions.

Insolvency Filing means, in respect of Warrants that have one or more Share(s) as Underlying(s) that the Company institutes or has been instituted against it by a regulator, a supervisor or any similar official with primary insolvency, a rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organization or the jurisdiction of its head home office, or the Company consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up or liquidation by the Company or such regulator, supervisor or similar official or the Company consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the Company shall not be deemed an Insolvency Filing.

In case of the occurrence of a Hedging Disruption or an Increased Cost of Hedging relating to a Share or of the occurrence of an Insolvency Filing relating to a Share (the **Affected Underlying**), the Calculation Agent may:

- A. consider such event as an event triggering an early termination of the Warrants (hereafter, an **Early Termination Event**). In that case, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, (i) in the case of Cash Settled Warrants, an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (ii) in the case of Physical Delivery Warrants, subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions; or

- B. replace the Affected Underlying by a new underlying which is representative of the same economic or geographic sector; or
- C. apply the Monetisation until the Expiration Date (as defined in Condition 5.14 of the General Terms and Conditions);

or, but only in the case of Increased Cost of Hedging

- D. in the case of Cash Settled Warrants, deduct (a) from the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or the Early Termination Settlement Amount (if any) due under the Warrants, as the case may be, on the payment date of the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount (if any) and (b) in the absence of any Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount in respect of the Warrants, from the Cash Settlement Amount due on the Settlement Date, in each case after the occurrence of the Increased Cost of Hedging, the amount of any new, or any increase of, any tax, duty, expense or fee, that triggered the occurrence of the Increased Cost of Hedging incurred by Societe Generale or any of its affiliates in relation to the Hedge Positions hedging the payment obligations of the Issuer under the Warrants, such amount to be apportioned *pro rata* amongst the outstanding Warrants (such reduction being the **Reduction Amount** and the result of such deduction being floored at zero); or
- E. in the case of Physical Delivery Warrants, any Physical Delivery Amount, Event-Linked Early Settlement Price, Early Termination Physical Delivery Amount or Early Trigger Level Physical Delivery Amount which is calculated in connection with the Warrants shall be reduced by the Reduction Amount (subject to a floor of zero).

3.2.2 **Change in Law and consequences**

Change in Law means in respect of Warrants that have one or more Share(s) as Underlying(s) that, on or after the first to occur of (a) the Issue Date and (b) the first Valuation Date of the Warrants (i) due to the adoption of any change in any applicable law or regulation (including without limitation, any law or regulation in respect of tax, solvency or capital requirements) or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines that it has become illegal for Société Générale or any of its affiliates to hold, acquire or dispose of Hedge Positions or to maintain the agreement entered into with Société Générale or any of its affiliates by the Issuer of the Warrants, relating to the Underlying of the Warrants (the **Affected Underlying**).

Upon the occurrence, in the determination of the Calculation Agent, on or prior to the last Valuation Date or the last Averaging Date, of a Change in Law, the Calculation Agent will decide either to:

- A. consider such event as an event triggering an early termination of the Warrants (hereafter, an **Early Termination Event**). In that case, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, (i) in the case of Cash Settled Warrants, an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (ii) in the case of Physical Delivery Warrants, subject to payment of the Exercise Price divided, if applicable, by the Parity,

the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions; or

- B. replace the Affected Underlying by a new underlying which is representative of the same economic or geographic sector; or
- C. apply the Monetisation until the Expiration Date (as defined in Condition 5.14 of the General Terms and Conditions).

3.2.3 *China Connect Share Disqualification and China Connect Service Termination and consequences*

In respect of Shares traded through the China Connect Services, the following paragraphs apply:

China Connect Share Disqualification means, on or after the Issue Date, the Shares cease to be accepted as "China Connect Securities" (as defined in the rules of the exchange of SEHK) for the purpose of the China Connect Service;

China Connect Service Termination means, on or after the Issue Date, the announcement by one or more of the Exchange, SEHK, the CSDCC, HKSCC or any regulatory authority with competent jurisdiction of a suspension or termination of the China Connect Service or a part thereof for any reason which materially affects the routing of orders in respect of, or holding of, the Shares through the China Connect Service and the Calculation Agent determines that there is a reasonable likelihood that such suspension or termination is not, or will not be, temporary,

then upon the occurrence of such events, the Calculation Agent may elect, while China Connect Share Disqualification or China Connect Service Termination is continuing, to terminate the transaction(s), upon at least two Scheduled Trading Days' notice specifying the date of such termination, in which event the Calculation Agent will apply the Early Redemption.

3.2.4 *Consent to Regulatory Disclosure*

Without prejudice to the generality of any applicable law, each party ("X") expressly consents to the disclosure by the other party ("Y") or its Affiliates to the relevant authorities in the jurisdiction of the incorporation or organisation of the Issuer (a "Relevant Jurisdiction"), the jurisdiction in which the Exchange is located (the "Local Jurisdiction"), a jurisdiction in which the SEHK is located (a "CCS Jurisdiction") or any jurisdiction of tax residence of the Issuer (a "Tax Residence Jurisdiction"), information relating to the transaction(s), including the name of X in order for Y or any of its Affiliates to comply with laws and regulations of the Relevant Jurisdiction, the Local Jurisdiction, the CCS Jurisdiction or Tax Residence Jurisdiction that are applicable to Y or its Affiliate in connection with their dealings in the relevant Underlying.

ADDITIONAL TERMS AND CONDITIONS FOR INDEX LINKED WARRANTS

The provisions of these Additional Terms and Conditions for Index Linked Warrants apply if the applicable Final Terms specify that the clause "*Type of Warrants*" is stated as being "*Index Linked Warrants*".

References in these Additional Terms and Conditions for Index Linked Warrants to a "Condition" or "these Additional Terms and Conditions" shall be construed as a reference to the relevant conditions in these Additional Terms and Conditions for Index Linked Warrants unless otherwise specified herein.

1. GENERAL DEFINITIONS

Applicable Hedge Positions means, at any time, Hedge Positions that Société Générale or any of its affiliates determines that a Hypothetical Investor, acting in a commercially reasonable manner, would consider necessary to hedge the Warrants at that time.

Averaging Date means, in respect of a Valuation Date and an Index, each date specified as such in the applicable Final Terms for the purpose of determining an average (or if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day) unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of Condition 2 of these Additional Terms and Conditions.

Basket means, a basket composed of the Indices (each an Underlying) in the relative proportions or numbers of Indices specified in the applicable Final Terms.

Business Day has the meaning given to it in Condition 3 of the General Terms and Conditions.

Calculation Agent means the person or entity specified as such in Condition 10 of the General Terms and Conditions. Whenever a Calculation Agent is required to act or to exercise judgment in any way, it will do so in good faith and in a commercially reasonable manner.

Closing Price means, in respect of an Index, the official closing level of the Index published and announced by the Index Sponsor, as adjusted (if applicable) pursuant to the provisions of Condition 3 of these Additional Terms and Conditions, provided that if (a) for any day, the option "**Daily Settlement Price**" is specified as being applicable in the applicable Final Terms; and (b) that day falls on the last day of quotation of the principal futures contract on the Index maturing in the month of such day, then the Closing Price means, for that day, the official settlement price of the principal futures contract on the Index on such day.

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

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

Exchange Business Day means, in respect of an Index (or, in the case of a Basket of Indices, each Index comprising the Basket and observed separately), any Scheduled Trading Day on which the

relevant Related Exchange of the Index is open for trading during its regular trading session, notwithstanding any such Related Exchange closing prior to its Scheduled Closing Time and the Index Sponsor publishes the Closing Price of such Index.

Hedge Positions means any purchase, sale, entry into or maintenance, by Société Générale or any of its affiliate, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) any cash deposits or cash borrowing and/or (d) other instruments, arrangements, assets or liabilities howsoever described in order to hedge, individually or on a portfolio basis, the part of Société Générale or any of its affiliates' obligation under the Warrants or any agreement entered into with Société Générale or any of its affiliates by the Issuer in relation to the Warrants.

Holding Limit Event means, assuming the Hypothetical Investor is Société Générale or any of its affiliates, that Société Générale and any of its affiliates, in aggregate hold, an interest in any one restricted Index component, constituting or likely to constitute (directly or indirectly) ownership, control or the power to vote 25% or more of any class of voting securities, of such Index component as determined by Société Générale. A "restricted Index component" for the purpose of this definition, means those assets subject to internal monitoring by Société Générale for purposes of its compliance with restrictions imposed by the Volcker Rule. As used herein, the "Volcker Rule" means the amendments to the Bank Holding Company Act of 1956 made by Section 619 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, including any requests, regulations, rules, guidelines or directives made by the relevant governmental authority under, or issued by the relevant governmental authority in connection with, such rule.

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

Index means the index (or the indices in case of a Basket) specified as Underlying in the applicable Final Terms, subject to adjustment pursuant to the provisions of Condition 3.1 of these Additional Terms and Conditions.

Index Calculation Agent means, the entity in charge of calculating and publishing the Index, if different from the Index Sponsor.

Index Sponsor means the corporation or other entity (as specified in the applicable Final Terms) that: (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the relevant Index; and/or (b) announces (directly or through an Index Calculation Agent) the level of the relevant Index on a regular basis.

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

Local Jurisdiction means, in respect of an Index, the jurisdiction in which the Exchange is located.

Local Taxes means, in respect of an Index, taxes, duties and similar charges (in each case, including interest and penalties thereon) imposed by the taxing authority in any jurisdiction, that would be withheld

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

Market Disruption Event means, in respect of an Index, the occurrence or existence of (a) a Trading Disruption, (b) an Exchange Disruption which, in either case, the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time or (c) an Early Closure. For the purpose hereof:

- A. **Trading Disruption** means, in respect of an Index, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) on the relevant Exchange(s) relating to securities that stand for 20 per cent. or more of the level of the relevant Index or (b) in futures or options contracts relating to the relevant Index on any relevant Related Exchange;
- B. **Exchange Disruption** means, in respect of an Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for (a) the share on any relevant Exchange(s) relating to securities that stand for 20 per cent. or more of the level of the relevant Index, or (b) futures or options contracts relating to the relevant Index on any relevant Related Exchange;
- C. **Early Closure** means, the closure on any Exchange Business Day of (a) any relevant Exchange(s) relating to securities that stand for 20 per cent. or more of the level of the relevant Index, or (b) any Related Exchange, prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (x) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (y) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

Opening Price means:

- (i) in respect of the FTSE MIB under the value of the index calculated on the Opening Auction Prices (as defined under the Rules of the markets organised and managed by Borsa Italiana S.p.A.) recorded on a given day, provided that such day is a trading day on the Borsa Italiana S.p.A. of the financial instruments making up the Index, having the meaning ascribed thereto in the rules of the markets organised and managed by Borsa Italiana S.p.A., as such Rules must be amended by Borsa Italiana S.p.A. from time to time, and calculated following the rules of the markets organised and managed by Borsa Italiana S.p.A., as such rules must be amended by Borsa Italiana S.p.A. from time to time;
- (ii) in respect of any other index, the official opening level of the Index published and announced by the Index Sponsor, as adjusted (if applicable) pursuant to the provisions of Condition 3 of these Additional Terms and Conditions below.

If, during the Valuation Date, the Opening Price of the Index cannot be determined for any reason whatsoever, the Calculation Agent shall determine the level of the Index on that Valuation Date in accordance with the formula for, and method of, calculating that Index last in effect prior to the

occurrence of the event that prevents the determination of the Opening Price of the Index and taking into account any other objective element that may be available.

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

Relevant Jurisdiction means, in respect of an Index, the relevant authorities in the jurisdiction of incorporation or organisation of the issuer of any component security.

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

Scheduled Trading Day means, in respect of an Index (or, in the case of a Basket of Indices, each Index comprising the Basket and observed separately), any day on which (a) the Index Sponsor is scheduled to publish the Closing Price of the Index and (b) the Related Exchange is scheduled to be open for trading during its regular trading session.

Tax Residence Jurisdiction means, in respect of an Index, the Local Jurisdiction or any jurisdiction of tax residence of any issuer of a component security.

Valuation Date means, in respect of an Index, each date specified as such in the applicable Final Terms (or, if such date is not a Scheduled Trading Day for such Index, the next following Scheduled Trading Day), unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of Condition 2 of these Additional Terms and Conditions.

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

2. CONSEQUENCES OF DISRUPTED DAYS

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

- A. that eighth Scheduled Trading Day shall be deemed to be the Valuation Date or Averaging Date, for the Index notwithstanding the fact that such day is a Disrupted Day; and
- B. the Calculation Agent shall determine in good faith the level of the Index as of the Valuation Time on that eighth Scheduled Trading Day in accordance with the formula for and method of calculating that Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on that eighth Scheduled Trading Day of each security

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

Provided that if the Index is included in a Basket, the hereabove provisions shall apply only to the Index affected by the occurrence of a Disrupted Day and the Valuation Date or the Averaging Date for each Index not affected by a Disrupted Day shall be the Scheduled Valuation Date or the Scheduled Averaging Date;

provided however that:

- (a) if a Scheduled Averaging Date is a Disrupted Day, the Averaging Date shall be postponed pursuant to the provisions above to the first succeeding Scheduled Trading Day that is not a Disrupted Day provided it is not also a Scheduled Averaging Date; if on the eighth Scheduled Trading Day following the Scheduled Averaging Date a Scheduled Trading Day that is not a Disrupted Day nor another Scheduled Averaging Date has not occurred, then that eighth Scheduled Trading Day shall be deemed the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is also a Scheduled Averaging Date), and the Calculation Agent shall make on that day the determinations described in (B) above, and the good faith estimate of the level of the Index so calculated shall be deemed the Closing Price; and
- (b) notwithstanding the foregoing, a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) shall occur not later than the earlier of (i) the Expiration Date and (ii) the fourth Business Day before the date of any payment to be made under the Warrants on the basis of determinations made on such Valuation Date or Averaging Date; if a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) would fall later than the earlier of (i) the Expiration Date and (ii) the fourth Business Day prior to the date of any payment to be made under the Warrants on the basis of determinations made on such Valuation Date or Averaging Date, then the earlier of (i) the Expiration Date and (ii) the fourth Business Day shall be deemed the Valuation Date or Averaging Date and the Calculation Agent shall make, on that day the determinations described in (B) above at the latest as of the Valuation Time on the earlier of (i) the Expiration Date and (ii) such fourth Business Day and the good faith estimate of the level of the Index so calculated shall be deemed the Closing Price, *provided however that*, in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Swedish Central Securities Depository (Euroclear Sweden AB), the Norwegian Central Securities Depository (Verdipapirsentralen ASA) or the Finnish Central Securities Depository (Euroclear Finland Ltd), all references to the word "fourth" above shall be deemed to be references to the word "twelfth".

3. ADJUSTMENTS AND EVENTS - MONETISATION UNTIL THE EXPIRATION DATE - HEDGING DISRUPTION, INCREASED COST OF HEDGING AND CONSEQUENCES - CHANGE IN LAW AND CONSEQUENCES

3.1 Adjustments and Events

3.1.1 Adjustments

- A. If an Index is:

- (a) not calculated and announced by the relevant Index Sponsor or the Index Calculation Agent as the case may be, but is calculated and announced by a relevant successor sponsor (the **Successor Index Sponsor**) or a successor calculation agent (the **Successor Index Calculation Agent**) acceptable to the Calculation Agent; or
- (b) replaced by a successor index (the **Successor Index**) using, in the determination of the Calculation Agent, the same or a substantially similar formula for, and method of, calculation as used in the calculation of that Index;

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

B. If, in the determination of the Calculation Agent:

- (a) on or prior to a Valuation Date or an Averaging Date, the relevant Index Sponsor (or if applicable the Successor Index Sponsor) makes a material change in the formula for, or the method of calculating, that Index or in any other way materially modifies that Index (other than a modification prescribed in that formula or method to maintain that Index in the event of changes in constituent securities and capitalisation and other routine events. For the avoidance of doubt, the following events do not constitute "routine events" (an **Index Modification**), as sub-division (split) of the level of the Index or a consolidation (reverse split) of the level of the Index, or any other event linked to the performance or the level of the Index);
- (b) on or prior to any Valuation Date or Averaging Date, the relevant Index Sponsor (or, if applicable, the relevant Successor Index Sponsor) or the Index Calculation Agent (or the Successor Index Calculation Agent) as the case may be, fails to calculate and publish the level of the Index and such failure is likely to have a material impact on the hedge of Société Générale or one of its affiliates in connection with the Warrants (an **Index Disruption**); or
- (c) the Index Sponsor (or, if applicable, the Successor Index Sponsor) permanently cancels the Index and no Successor Index exists (an **Index Cancellation** and together with an Index Modification and an Index Disruption, each an **Index Adjustment Event**);

then the Calculation Agent shall either:

- (x) calculate the relevant formula used to determine an amount to be paid or whether a condition has occurred, if any, as described in the applicable Final Terms using, *in lieu* of a published level for the Index, the level of that Index as at the Valuation Time on the relevant Valuation Date or Averaging Date, as determined by the Calculation Agent in accordance with the formula for and method of calculating that Index last in effect prior to that Index Adjustment Event, but using only those securities that comprised that Index immediately prior to that Index Adjustment Event (other than those securities that have since ceased to be listed on any relevant Exchange); or
- (y) replace the Index by a new index provided that such index is (a) representative of the same economic or geographic sector (as the case may be), and (b) to the extent possible, representative of shares listed on one or more Exchanges of one or more OECD countries.

If the Calculation Agent has not retained (x) and if in (y) no index meeting the criteria (a) and (b) can be selected by the Calculation Agent, then the Calculation Agent may either:

- (i) apply Monetisation until the Expiration Date; or
 - (ii) consider such event as an event triggering an early termination of the Warrants. In that case, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible after the occurrence of any of the events described in B.(a), B.(b) or B.(c) above, (i) in the case of Cash Settled Warrants, pay the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (ii) in the case of Physical Delivery Warrants, subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions.
 - C. If an Index merges with another index or if an Index which forms part of the Basket merges with another index which does not form part of the Basket (the **Event**), the Calculation Agent will either:
 - (a) continue using the index resulting from the merger; or
 - (b) replace the Index with another index (the **New Index**); as long as the New Index is (a) representative of the same economic or geographic sector (as the case may be) and (b) to the extent possible, representative of shares listed on one or more Exchanges of one or more OECD countries.
- If the Calculation Agent has not retained (x) and if in (y) no index meeting the criteria (a) and (b) can be selected by the Calculation Agent, then the Calculation Agent may either:
- (a) apply Monetisation until the Expiration Date; or
 - (b) consider such event as an event triggering an early termination of the Warrants. In that case, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible after the occurrence of the event described in (C) above, an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (in the case of Physical Delivery Warrants), subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions.
 - D. In the case of a merger affecting two Indices contained in a Basket (the **Event**), the Calculation Agent will either:
 - (a) continue using the index resulting from the merger and, in order to maintain the same number of indices within the Basket, the Calculation Agent will select a further index (a **New Index**) to be included in the Basket, as long as such New Index is (i) representative of the same economic or geographic sector (as the case may be) and (ii) to the extent possible, representative of shares listed on one or more Exchanges of one or more OECD countries; or
 - (b) replace both Indices with two other indices (each a **New Index**); as long as each New Index is (i) representative of the same economic or geographic sector (as the case may be) and (ii) to the extent possible, representative of shares listed on one or more Exchanges of one or more OECD countries.

If the Calculation Agent has not retained (a) and if in (b) no index meeting the criteria (i) and (ii) can be selected by the Calculation Agent, then the Calculation Agent may either:

- (i) apply Monetisation until the Expiration Date; or
- (ii) consider such event as an event triggering an early termination of the Warrants. In that case, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible after the occurrence of the event described in (D) above, an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (in the case of Physical Delivery Warrants), subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions.

E. If an Index is split into two or more new indices (the **Event**), the Calculation Agent will, either:

- (a) use the indices resulting from the split to determine an index equivalent to the one existing prior to the split (provided that the indices resulting from the split will be deemed to form together the **New Index**); or
- (b) replace the split Index with a new index (a **New Index**) as long as such New Index is (i) representative of the same economic or geographic sector (as the case may be), and (ii) to the extent possible representative of shares listed on one or more Exchanges of one or more OECD countries.

If the Calculation Agent has not retained (a) and if in (b) no index meeting the criteria (i) and (ii) can be selected by the Calculation Agent, then the Calculation Agent may either:

- (i) apply Monetisation until the Expiration Date; or
- (ii) consider such event as an event triggering an early termination of the Warrants. In that case, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible after the occurrence of the event described in (E) above, an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (in the case of Physical Delivery Warrants), subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions.

F. In the case of a Basket of Indices, in the event that shares forming part of one Index comprising the Basket represent at least 20 per cent. of the capitalisation of another Index forming part of the Basket (the **Affected Index**) (the **Event**), the Calculation Agent may, but is not obliged to, replace such Affected Index with a new index as long as such new index is (a) representative of the same economic or geographic sector (as the case may be), and (b) to the extent possible, representative of shares listed on one or more Exchanges of one or more OECD countries. If no index meeting the criteria (a) and (b) can be selected by the Calculation Agent, then the Calculation Agent may either:

- (i) apply Monetisation until the Expiration Date; or
- (ii) consider such event as an event triggering an early termination of the Warrants. In that case, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible after the occurrence of the event described in

(F) above, an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (in the case of Physical Delivery Warrants), subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions.

G. In the event that an Index ceases to be the underlying of a futures and/or option contract (as the case may be) (the **Event**), the Calculation Agent may, but is not obliged to, replace such Index with a new index as long as such new index is (a) representative of the same economic or geographic sector (as the case may be), and (b) to the extent possible, representative of shares listed on one or more Exchanges of one or more OECD countries. If no index meeting the criteria (a) and (b) can be selected by the Calculation Agent, then the Calculation Agent may either:

- (i) apply Monetisation until the Expiration Date; or
- (ii) consider such event as an event triggering an early termination of the Warrants. In that case, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible after the occurrence of the event described in (G) above, an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (in the case of Physical Delivery Warrants), subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions.

H. Following the occurrence of a Holding Limit Event, the Calculation Agent may, but is not obliged to, replace the relevant Index with a new index as long as such new index is (a) representative of the same economic or geographic sector (as the case may be), and (b) to the extent possible, representative of shares listed on one or more Exchanges of one or more OECD countries. If no index meeting the criteria (a) and (b) can be selected by the Calculation Agent, then the Calculation Agent may either:

- (i) apply Monetisation until the Expiration Date; or
- (ii) consider such event as an event triggering an early termination of the Warrants. In that case, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible after the occurrence of the event described in (H) above, an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (in the case of Physical Delivery Warrants), subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions.

3.1.2 Stop-Loss Event

If on an Exchange Business Day after the initial Valuation Date (excluded) and before the last Valuation Date (included), the Closing Price of an Index is affected by a decrease of 80 per cent. or more of its Closing Price on the initial Valuation Date (the **Affected Index** and the event, the **Stop-Loss Event**), then:

A. the Calculation Agent may decide to substitute the Affected Index by a new index representative of the same economic or geographic sector (as the case may be), and to the extent possible,

representative of shares listed on one or more Exchanges of one or more OECD countries (the **Substitute Index**) and will adjust any relevant terms of the Warrants accordingly; or

- B. the Calculation Agent may decide to continue with the Affected Index; or
- C. if the Calculation Agent has neither retained any Substitute Index nor decided to continue with the Affected Index, the Calculation Agent may either:
 - (a) apply Monetisation until the Expiration Date; or
 - (b) consider such event as an event triggering an early termination of the Warrants. In that case, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible after the occurrence of the Stop-Loss Event, (i) in the case of Cash Settled Warrants, an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (ii) in the case of Physical Delivery Warrants, subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions.

3.1.3 Correction of the Closing Price

In the event that any price or level published on the Exchange or by the Index Sponsor and which is used for any calculation or determination made under the Warrants is subsequently corrected and the correction is published and made available to the public by the Exchange or the Index Sponsor after the original publication but no later than the earlier of (i) the Expiration Date and (ii) four Business Days prior to the Settlement Date (or any payment date(s) determined in the applicable Final Terms), the Calculation Agent will determine the amount that is payable as a result of that correction, and, to the extent necessary, will adjust the terms of the Warrants to account for such correction, provided however that, in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Swedish Central Securities Depository (Euroclear Sweden AB), the Norwegian Central Securities Depository (Verdipapirsentralen ASA) or the Finnish Central Securities Depository (Euroclear Finland Ltd), all references to the word "four" above shall be deemed to be references to the word "twelve".

3.2 Change in Law, Hedging Disruption, Increased Cost of Hedging and consequences

Change in Law means in respect of Warrants that have one or more Index(ices) as Underlying(s) that, on or after the first to occur of (a) the Issue Date and (b) the first Valuation Date of the Warrants (i) due to the adoption of any change in any applicable law or regulation (including without limitation, any law or regulation in respect of tax, solvency or capital requirements) or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal for Société Générale or any of its affiliates to hold, acquire or dispose of Hedge Positions or to maintain the agreement entered into with Société Générale or any of its affiliates by the Issuer of the Warrants, relating to the Underlying of the Warrants (the Affected Underlying).

Hedging Disruption means, in respect of Warrants that have one or more Index(ices) as Underlying(s), that Société Générale or any of its affiliates is unable, after using commercially reasonable efforts, to either: (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk including,

but not limited to, the currency risk) of entering into and performing its obligations with respect to the Warrants or the agreement entered into with Société Générale or any of its affiliates by the Issuer of the Warrants; or (b) freely realize, recover, receive, repatriate, remit or transfer the proceeds of Hedge Positions as the case may be between accounts within the jurisdiction of the Hedge Positions (the **Affected Jurisdiction**) or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction.

Increased Cost of Hedging means, in respect of Warrants that have one or more Index(ices) as Underlying(s), that Société Générale or any of its affiliates would incur a materially increased (as compared with circumstances existing on the date(s) on which Société Générale or any of its affiliates enters into the Hedge Positions in respect of the Warrants) amount of tax, duty, expense or fee (other than brokerage commissions) to: (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk of entering into and performing its obligations with respect to the Warrants or any agreement entered into with Société Générale or any of its affiliates by the Issuer in relation to the Warrants; or (b) freely realize, recover or remit the proceeds of its Hedge Positions.

In case of the occurrence of a Change in Law, a Hedging Disruption or an Increased Cost of Hedging relating to an Index (the **Affected Underlying**), the Calculation Agent may:

- A. consider such event as an event triggering an early termination of the Warrants (hereafter, an **Early Termination Event**). In such case, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, (i) in the case of Cash Settled Warrants, an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (ii) in the case of Physical Delivery Warrants, subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions; or
- B. replace the Affected Underlying by a new underlying which is representative of the same economic or geographic sector; or
- C. apply Monetisation until the Expiration Date (as defined in Condition 5.14 of the General Terms and Conditions);

or, but only in the case of Increased Cost of Hedging (and provided that the Warrants are not listed on the Italian Stock Exchange (Borsa Italiana S.p.A.));

- D. in the case of Cash Settled Warrants, deduct (a) from the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or the Early Termination Settlement Amount (if any) due under the Warrants, as the case may be, on the payment date of the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount (if any) and (b) in the absence of any Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount in respect of the Warrants, from the Cash Settlement Amount due on the Settlement Date, in each case after the occurrence of the Increased Cost of Hedging, the amount of any new, or any increase of, any tax, duty, expense or fee, that triggered the occurrence of the Increased Cost of Hedging incurred by Societe Generale or any of its affiliates in relation to the Hedge Positions hedging the payment obligations of the Issuer under the Warrants, such amount to be

apportioned pro rata amongst the outstanding Warrants (such reduction being the **Reduction Amount** and the result of such deduction being floored at zero); or

- E. in the case of Physical Delivery Warrants, any Physical Delivery Amount, Event-Linked Early Settlement Price, Early Termination Physical Delivery Amount or Early Trigger Level Physical Delivery Amount which is calculated in connection with the Warrants shall be reduced by the Reduction Amount (subject to a floor of zero).

ADDITIONAL TERMS AND CONDITIONS FOR SGI INDEX LINKED WARRANTS

The provisions of these Additional Terms and Conditions for SGI Index Linked Warrants apply if the applicable Final Terms specify that the "Type of Warrants" is "SGI Index Linked Warrants".

References in these Additional Terms and Conditions for SGI Index Linked Warrants to a "Condition" or "these Additional Terms and Conditions" shall be construed as a reference to the relevant conditions in these Additional Terms and Conditions for SGI Index Linked Warrants unless otherwise specified herein.

1. GENERAL DEFINITIONS

Advised SGI Index means an SGI Index for which the Index Rules indicate an Index Advisor, as specified in the applicable Final Terms.

Averaging Date means, in respect of a Valuation Date and an SGI Index, each date specified as such in the applicable Final Terms for the purpose of determining an average (or if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day) unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of Condition 2 of these Additional Terms and Conditions.

Basket means a basket composed of the SGI Indices (each an Underlying) in the relative proportions or numbers of SGI Indices specified in the applicable Final Terms.

Business Day means a "Business Day" as defined in Condition 3 of the General Terms and Conditions.

Calculation Agent means the person or entity specified as such pursuant to Condition 10 of the General Terms and Conditions of. Whenever a Calculation Agent is required to act or to exercise discretion in respect of the Warrants, it will do so in good faith and in a commercially reasonable manner.

Closing Price means the official closing level of the SGI Index published by the Index Calculation Agent on the relevant Valuation Date.

Commodity Instrument means (i) an article of trade or commerce such as aluminum, barley, canola, coal, cocoa, coffee, copper, corn, cotton, crude oil, diesel fuel, electricity, emissions allowances, fuel oil, gas oil, gasoline, gold, heating oil, iron, jet fuel, lead, livestock, lumber, milk, natural gas, nickel, oats, orange juice, palladium, palm oil, platinum, rapeseed, rice, rubber, silver, soybeans, steel, sugar, tin, wheat, and zinc, and more generally any commodity (the "Physical Commodity"), (ii) a future, an option, or any other contract traded on a regulated or organized market with a Physical Commodity as the ultimate underlying, (iii) a Fund Unit or an ETF Share with a Physical Commodity as the ultimate underlying, or (iv) an index on the aforementioned, or any other similar instrument specified in the Index Rules.

Commodity Instrument Disruption Event means, with respect to a Commodity Instrument, any event that, in the reasonable opinion of the Calculation Agent, disrupts or impairs the determination of the price of such Commodity Instrument for a Valuation Date, and includes, without limitation:

- A. the failure by the relevant price source to make public the relevant price for a Valuation Date, or the temporary or permanent discontinuance or unavailability of the price source; or

- B. the material suspension of trading or the material limitation imposed on trading (whether by reason of movements in price reaching the limits established by the relevant Exchange within which the price of the relevant futures contract may fluctuate or otherwise) in the relevant Commodity Instrument on the relevant Exchange.

Debt Instrument means (i) a bond (including a structured bond), a note (including an Euro Medium Term Note), and more generally any other debt instrument representing a debt of an issuer, or (ii) any index on the aforementioned or any other similar instrument specified in the Index Rules.

Debt Instrument Disruption Event or **Derivatives and Other Instrument Disruption Event** means the occurrence of any of the following events (a) the non-publication of the closing levels or market value of the relevant Debt Instrument or Derivatives and Other Instrument, (b) the suspension or limitation imposed on trading on the over-the-counter, organized or regulated market(s) on which the relevant Debt Instrument or Derivatives and Other Instrument is traded, (c) any event that disrupts or impairs the ability of market participants in general to effect transactions in, or obtain market values for, the Debt Instrument or Derivatives and Other Instrument on the over-the-counter, organized or regulated market(s) on which the relevant Debt Instrument or Derivatives and Other Instrument is traded, (d) the unforeseen early closure of the organized market(s) or regulated market(s) on which the relevant Debt Instrument or Derivatives and Other Instrument is traded, or (e) the redemption, cancellation or permanent discontinuance of the relevant Debt Instrument or Derivatives and Other Instrument.

Derivatives and Other Instrument means (i) a warrant, an over-the-counter swap, a future, an option, an OTC Option or any other contract traded on a regulated or organized market which is not a Commodity Instrument, or (ii) an index on the aforementioned or any other similar instrument specified in the Index Rules.

Disrupted Day means any Scheduled Trading Day on which a Market Disruption Event occurs.

Equity Instrument means (i) a Share, a Fund Unit or an ETF Share, which is not a Commodity Instrument or (ii) an index on the aforementioned or any other similar instrument specified in the Index Rules.

Equity Instrument Disruption Event means:

- in respect of an Equity Instrument that is a Share or an ETF Share or an index on the aforementioned or any other similar instrument specified in the Index Rules, the occurrence or existence of (a) a Trading Disruption, (b) an Exchange Disruption which, in either case, the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time or (c) an Early Closure or (d) in the case of an index, any of the foregoing events in respect of one or more of its components, the non-publication of the index or the announcement of a disruption event by the index sponsor thereof. For the purpose hereof.

- A. **Trading Disruption** means any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) relating to Shares, ETF Shares, one or more indices or securities or instruments underlying any such index on the relevant Exchange(s), or (b) futures or options contracts on any relevant Related Exchange relating to Shares, ETF Shares, one or more indices or any components underlying any such index;

- B. **Exchange Disruption** means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for (a) Shares, ETF Shares, one or more indices or securities or instruments underlying any such index on the relevant Exchange(s) or (b) futures or options contracts on any relevant Related Exchange, relating to Shares, ETF Shares, one or more indices or any component(s) underlying any such index; and
- C. **Early Closure** means the closure on any Exchange Business Day of:
- (a) any relevant Exchange(s) relating to Shares, ETF Shares, one or more indices or any securities or instruments underlying any such index; or
 - (b) any Related Exchange for futures or options contracts relating to Shares, ETF Shares, one or more indices or any component(s) underlying any such index,
- prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (x) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (y) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day; and
- in respect of an Equity Instrument that is a Fund Unit or an index on Funds or any other similar instrument specified in the Index Rules, the occurrence or the likely occurrence, as determined by the Calculation Agent, of (a) Calculation and/or Publication Disruption, (b) Fund Settlement Disruption, (c) NAV Determination Disruption Event or (d) in the case of an index, any of the foregoing events in respect of one or more of its components, the non-publication of the index or the announcement of a disruption event by the index sponsor thereof. For the purpose hereof:
- A. **Calculation and/or Publication Disruption** means the occurrence of an event, beyond the control of a Hypothetical Investor (including any gate, deferral, suspension or other provisions in the Fund Documents permitting the Fund to delay or refuse subscription and/or redemption orders) which precludes the calculation and/or publication of the official net asset value per Fund Unit by the Fund (or the Fund Service Provider generally in charge of calculating such official net asset value);
- B. **Fund Settlement Disruption** means a failure by the Fund to pay in cash the full amount of the redemption proceeds on the date by which the Fund was scheduled to have paid such amount and which, in the determination of the Calculation Agent, makes it impossible or impracticable for the Calculation Agent to determine the net asset value of such Fund, including without limitation due to (a) the transfer of all illiquid assets of such Fund to a dedicated fund, account or structure pending the liquidation of such assets for the benefit of existing holders of the Fund Units (side pocket), (b) the restriction on the amount or number of redemptions orders that the Fund (or the Fund Service Provider generally in charge of accepting redemption orders) will accept in relation to a single date on which the Fund normally accepts redemption orders (a gate), (c) the suspension for any reason of the subscription or redemption orders by the Fund (or the Fund Service Provider generally in charge of accepting subscription and redemption orders), or (d) the postponement of the payment of the balance of redemption proceeds to a date occurring after the financial statements of the Fund have been reviewed by the Fund's statutory auditors (holdback), in each case whether these events are imposed by the Fund

without being envisaged in the Fund Documents on the Issue Date of the Warrants or are already envisaged by the Fund Documents on the Issue Date of the Warrants and are solely implemented by the Fund after such date; and

- C. **NAV Determination Disruption Event** means the occurrence of any event (beyond the control of a Hypothetical Investor) other than the events mentioned in "Calculation and/or Publication Disruption" in paragraph A above or "Fund Settlement Disruption" in paragraph B above affecting such Fund which, in the determination of the Calculation Agent, makes it impossible or impracticable for the Calculation Agent to determine the net asset value of such Fund.

ETF means a Fund that issues ETF Shares traded on an Exchange.

ETF Share means, in respect of any ETF, a share of such ETF.

Exchange means the principal exchange or quotation system on which, in the good faith determination of the Calculation Agent, the relevant Index Components (including, as applicable, any securities or instruments underlying such Index Components) are traded, or any successor or substitute exchange or quotation system.

Exchange Business Day means, in respect of an SGI Index (or, in the case of a Basket of SGI Indices, each SGI Index observed separately), any Scheduled Trading Day on which the Index Calculation Agent publishes the Closing Price.

Fund means any mutual fund, investment company or other pooled investment vehicle that issues Fund Units.

Fund Documents means, in respect of any Fund (including any Fund underlying an index), the constitutive and governing documents, subscription agreements and other agreements of the Fund specifying the terms and conditions relating to such Fund.

Fund Service Provider means, in respect of any Fund, any person who is appointed to provide services, directly or indirectly, for that Fund, whether or not specified in the Fund Documents, including any fund investment adviser, fund administrator, manager, any person appointed in the role of discretionary investment manager or non-discretionary investment adviser (including a non-discretionary investment adviser to a discretionary manager or another non-discretionary investment adviser) for such Fund (the **Fund Adviser**), trustee or similar person with the primary administrative responsibilities for such Fund, operator, management company, depository, custodian, sub-custodian, prime broker, registrar and transfer agent or domiciliary agent.

Fund Unit or **Unit** means, in respect of any Fund, a share of such Fund or, if interests in such Fund are not denominated as shares, a unit of account of ownership in such Fund.

Hedge Position means any purchase, sale, entry into or maintenance, by Société Générale, any affiliate of Société Générale, or (as the context may require) a Hypothetical Investor, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowing and/or (d) other instruments, arrangements, assets or liabilities howsoever described in order to hedge, individually or on a portfolio basis, obligations under the Warrants.

Holding Limit Event means, assuming the Hypothetical Investor is Société Générale and/or any of its affiliates, that Société Générale together with its affiliates, in aggregate hold, an interest in any one restricted Index Component, constituting or likely to constitute (directly or indirectly) ownership, control

or the power to vote 25% or more of any class of voting securities, of such Index Component as determined by Société Générale. A “restricted Index Component” for the purpose of this definition, means those assets subject to internal monitoring by Société Générale for purposes of its compliance with restrictions imposed by the Volcker Rule. As used herein, the “Volcker Rule” means the amendments to the Bank Holding Company Act of 1956 made by Section 619 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, including any requests, regulations, rules, guidelines or directives made by the relevant governmental authority under, or issued by the relevant governmental authority in connection with, such rule.

Hypothetical Investor means, with respect to the Hedge Positions, a hypothetical investor in such Hedge Positions (including the relevant Index Components) taken for the purpose of hedging products linked to the performance of the SGI Index, located in France (which for the avoidance of doubt may be Société Générale or any of its affiliates).

Index Advisor means the index advisor, if any referred to in the Index Rules, who, subject to such Index Rules, may advise in respect of parameters, composition, modifications, and/or rebalancing of the relevant SGI Index.

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

Index Calculation Agent means the entity named in the relevant Index Rules, in charge of calculating and publishing the SGI Index, if different from the Index Sponsor.

Index Component means, for the purpose of the Warrants (i) an Equity Instrument, (ii) a Commodity Instrument, (iii) a Debt Instrument, (iv) a Derivatives and Other Instrument, (v) Market Data, and/or (vi) an Underlying SGI Index, or any combination thereof as specified in the Index Rules. Unless otherwise provided in the relevant Index Rules, Index Components other than an Underlying SGI Index and Market Data are referred to as “**Basket Components**”. Index Component(s) may be modified from time to time as provided in the relevant Index Rules.

Index Component Event means the occurrence of any of the following events:

- A. for an SGI Index in respect of which the Index Components comprise, without limitation, one or more Equity Instruments: the occurrence of an Equity Instrument Disruption Event in respect of one or more of these Equity Instruments;
- B. for an SGI Index in respect of which the Index Components comprise, without limitation, one or more Commodity Instruments: the occurrence of a Commodity Instrument Disruption Event in respect of one or more of these Commodity Instruments;

- C. for an SGI Index in respect of which the Index Components comprise, without limitation, one or more Debt Instruments: the occurrence of a Debt Instrument Disruption Event in respect of one or more of these Debt Instruments;
- D. for an SGI Index in respect of which the Index Components comprise, without limitation, one or more Derivatives and Other Instruments: the occurrence of a Derivatives and Other Instrument Disruption Event in respect of one or more of these Derivatives and Other Instruments;
- E. for an SGI Index in respect of which the Index Components comprise, without limitation, one or more indices constituting a Basket Component (each an **"Underlying Index"**) and:
 - (a) if the Underlying Index comprises, without limitation, one or more Equity Instruments: the occurrence of an Equity Instrument Disruption Event in respect of one or more of these Equity Instruments; and
 - (b) if the Underlying Index comprises, without limitation, one or several Commodity Instruments: the occurrence of a Commodity Instrument Disruption Event in respect of one or more of these Commodity Instruments; and
 - (c) if the Underlying Index comprises, without limitation, one or more Debt Instruments: the occurrence of a Debt Instrument Disruption Event in respect of one or more of these Debt Instruments; and
 - (d) if the Underlying Index comprises, without limitation, one or more Derivatives and Other Instruments: the occurrence of a Derivatives and Other Instrument Disruption Event in respect of one or more of these Derivatives and Other Instruments; and
- F. for an SGI Index in respect of which the Index Components comprise, without limitation, Market Data: the occurrence of a Market Data Disruption Event in respect of such Market Data; and
- G. for an SGI Index in respect of which the Index Components comprise, without limitation, one or more Underlying SGI Indices: the occurrence of an Underlying SGI Index Disruption Event in respect of one or more of these Underlying SGI Indices;

even if the Closing Price of the SGI Index is published by the Index Calculation Agent on the day on which such event(s) occur(s).

Index Rules means the relevant SGI Index rules as amended, supplemented and/or superseded from time to time, and as such rules may be supplemented by the SGI Global Methodology if so provided thereunder. In case of Warrants to be admitted to trading on a Regulated Market and/or subject to a public offer, the Index Rules applicable to the SGI Index are available online on the website www.sgindex.com, and also, upon written request made to the Index Sponsor. Otherwise, the Index Rules applicable to the SGI Index are available either on the website www.sgindex.com, or if not online, upon request made to the Index Sponsor.

Index Sponsor means the entity specified in the applicable Final Terms or in the Index Rules that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the relevant SGI Index and/or (b) announces (directly or through an Index Calculation Agent) the level of the relevant SGI Index on a regular basis.

Market Data means (i) a rate (including an interest rate, a foreign exchange rate or a swap rate), a spread, or any other data identified as "Market Data" in the Index Rules or (ii) any index or similar instrument relating to the data described in the foregoing item (i) (but excluding in any case an Underlying Index or an Underlying SGI Index), and in the case of any similar instrument, is identified as "Market Data" in the Index Rules.

Market Data Disruption Event means the non-publication of the level of the relevant Market Data.

Market Disruption Event means the occurrence of any of the following events which has a material effect on the Warrants as determined by the Calculation Agent: (a) the non-publication of the Closing Price other than as a result of an Index Disruption (as defined below in "*Adjustments and Events relating to SGI Indices*") in Condition 3.1 below, or (b) an Index Component Event.

OTC Option means an over-the-counter (OTC) option such as, but not limited to, an OTC put option, an OTC call option, an interest rate cap, an interest rate floor, a receiver swaption or a payer swaption, or in respect of any SGI Index, any other instrument designated as an "OTC Option" under its Index Rules.

Optional Early Settlement Date means the date specified as such in the applicable Final Terms of the relevant Warrants.

Related Exchange means each exchange or quotation system on which, in the determination of the Calculation Agent, trading has a material effect on the overall market for futures and options relating to the relevant Index Components, or any successor or substitute exchange or quotation system.

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

Scheduled Trading Day means, in respect of an SGI Index, any day on which the Index Calculation Agent is scheduled to publish the Closing Price pursuant to the Index Rules.

SGI Global Methodology means: in respect of an SGI Index either: (1) the SGI Indices Global Methodology (the initial version of which is dated 1 January 2016) or, as the case may be (2) the Global Index Methodology (the most recent version being dated 8 June 2010), each of which describes, among other things, certain procedures for the calculation and maintenance of such SGI Index as well as important events which might affect it and the Index Components thereof, but in either case applicable to an SGI Index only where the Index Rules for such SGI Index expressly refers to such methodology. For the avoidance of doubt, the term "**SGI Global Methodology**" may be construed to include further versions of such methodology if any is hereafter published and incorporated by reference under the relevant Index Rules. SGI Global Methodology is available on the SGI website at the following address: www.sgindex.com.

SGI Index means the Société Générale index (or the SGI Indices in case of a Basket) specified as Underlying in the applicable Final Terms, subject to adjustments pursuant to the provisions of "*Adjustments and Events relating to SGI Indices*" below.

Share means, a share of a company.

Similar Index means, an index whose "main characteristics" are similar to those of the SGI Index, in the determination of the Calculation Agent. The "main characteristics" of an index comprise, without

limitation, its strategy, its currency, the asset class and the geographical or economic sectors reflected in such index.

Type of Return means "Excess Return", "Modified Price Return", "Net Total Return", "Price Return", "Total Return", "Total Return – Synthetic Dividend" or "Other Return", as specified in the Index Rules where:

Excess Return means, with reference to an SGI Index, that such SGI Index reflects:

- (i) the performance differential (whether positive or negative) of its underlying portfolio relative to the money market rate, which namely means that in case of a portfolio performance in line with the money market rate, the SGI Index performance will be zero; or
- (ii) the performance of its underlying portfolio, being a net cash neutral portfolio of purchasing and / or selling positions, which namely means that in case of the absence of performance from these aggregated positions, the SGI Index performance will be zero and the SGI Index will not deliver the money market rate.

Modified Price Return means, with reference to an SGI Index, that such SGI Index reflects the performance of a variable exposure (which can be higher or lower than 100%) to an index where the Type of Return of such index is Price Return.

Net Total Return means, with reference to an SGI Index, that such SGI Index reflects the performance of its underlying portfolio including reinvestment of any dividends, interest and other income after the deduction of any tax from such dividends, interest and other income.

Price Return means, with reference to an SGI Index, that such SGI Index reflects the performance of its underlying portfolio excluding reinvestment of any dividends, interest and other income.

Total Return means, with reference to an SGI Index, that such SGI Index reflects the performance of its underlying portfolio including reinvestment of any dividends, interest and other income before the deduction of any tax from such dividends, interest and other income.

Total Return – Synthetic Dividend means, with reference to an SGI Index, that such SGI Index reflects the performance of its underlying portfolio including reinvestment of all dividends, interest and other income after the deduction of a fixed or formula-based dividend.

Other Return means such other return as described in the Index Rules.

Underlying SGI Index means, in respect of an SGI Index, an underlying component thereof which is itself an SGI Index.

Underlying SGI Index Disruption Event means with respect to an index component that is an Underlying SGI Index, the non-publication of the level of such Underlying SGI Index, or the occurrence of a "disruption event" (howsoever defined in the index rules applicable to such Underlying SGI Index) as determined by the sponsor or the calculation agent of such Underlying SGI Index.

Valuation Date means, each date specified as such in the applicable Final Terms (or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day), unless such day is a Disrupted

Day in which case it shall be postponed pursuant to the provisions of Condition 2 of these Additional Terms and Conditions.

Valuation Time means, the time on the relevant Valuation Date at which the Closing Price is published by the Index Calculation Agent pursuant to the Index Rules.

2. CONSEQUENCES OF DISRUPTED DAYS FOR AN SGI INDEX

If any Valuation Date or Averaging Date specified in the applicable Final Terms (the **Scheduled Valuation Date or the Scheduled Averaging Date**) is a Disrupted Day for an SGI Index, then the Valuation Date or Averaging Date for such SGI Index shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day in respect of that SGI Index, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date or Averaging Date is a Disrupted Day. In that case:

- A. the eighth Scheduled Trading Day shall be deemed to be the Valuation Date or Averaging Date, notwithstanding the fact that such day is a Disrupted Day; and
- B. the Calculation Agent shall determine the level of the SGI Index on that eighth Scheduled Trading Day in accordance with the formula for and method of calculating that SGI Index last in effect prior to the occurrence of the first Disrupted Day, notwithstanding the fact that the Index Calculation Agent may have published a Closing Price on such date;

provided that if the SGI Index is included in a Basket, the hereabove provisions shall apply only to the SGI Index affected by the occurrence of a Disrupted Day and the Valuation Date or Averaging Date for each other underlying comprised in the Basket and not affected by a Disrupted Day shall be the Scheduled Valuation Date or the Scheduled Averaging Date;

provided however that:

- (a) if a Scheduled Averaging Date is a Disrupted Day, the Averaging Date shall be postponed pursuant to the provisions above to the first succeeding Scheduled Trading Day that is not a Disrupted Day provided it is not also a Scheduled Averaging Date; if on the eighth Scheduled Trading Day following the Scheduled Averaging Date, neither a Scheduled Trading Day (prior to such day) that is not a Disrupted Day nor another Scheduled Averaging Date has occurred, then that eighth Scheduled Trading Day shall be deemed the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is also a Scheduled Averaging Date), and the Calculation Agent shall make on that day the determinations described in (B) above, and the good faith estimate of the level of the SGI Index so calculated shall be deemed the Closing Price; and
- (b) notwithstanding the foregoing, a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) shall occur not later than the fourth Business Day before the date of any payment to be made under the Warrants on the basis of determinations made on such Valuation Date or Averaging Date. If a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) would fall after the fourth Business Day prior to the date of any payment to be made under the Warrants on the basis of determinations made on such Valuation Date or Averaging Date, then that fourth Business Day shall be deemed the Valuation Date or Averaging Date and the Calculation Agent shall make, on that day the determinations described in (B) above at the latest as of the Valuation Time on such fourth Business Day and the good faith estimate of the level of the SGI Index so calculated shall be deemed the Closing Price, *provided however that*, in respect of Uncertificated Nordic Warrants issued, cleared and settled

through the Swedish Central Securities Depository (Euroclear Sweden AB), the Norwegian Central Securities Depository (Verdipapirsentralen ASA) or the Finnish Central Securities Depository (Euroclear Finland Ltd), all references to the word "fourth" above shall be deemed to be references to the word "twelfth".

3. ADJUSTMENTS, EVENTS, MONETISATION UNTIL THE EXPIRATION DATE, HEDGING DISRUPTION, INCREASED COST OF HEDGING AND CHANGE IN LAW RELATING TO SGI INDICES

3.1 Adjustments and Events relating to SGI Indices

3.1.1 Adjustments

A. If on any Scheduled Trading Day, an SGI Index is:

- (a) not published by the relevant **Index Calculation Agent**, but is published by a successor index calculation agent (the **Successor Index Calculation Agent**), acceptable to the Calculation Agent; or
- (b) advised by a successor Index Advisor appointed by the Index Sponsor following an Index Advisor Disruption Event (in the case of an Advised SGI Index); or
- (c) replaced by a Similar Index;

then (as the case may be) that index published by the Successor Index Calculation Agent or advised by the successor Index Advisor or such Similar Index will be deemed to be the SGI Index so calculated and announced.

B. If, in the determination of the Calculation Agent:

- (a) on or prior to any Valuation Date or Averaging Date, the relevant Index Sponsor and/or Index Calculation Agent announce(s) that it/they will make a material change in the formula for or the method of calculating that SGI Index or in any other way materially modifies that SGI Index (other than a modification prescribed in that formula or method to maintain that SGI Index and/or any modification reasonably incidental to such maintenance, in the event of changes in Index Components and other routine events) (an **Index Modification**); or
- (b) the Index Sponsor permanently cancels the SGI Index and no Similar Index exists or the agreement between the Index Calculation Agent and the Index Sponsor is terminated (an **Index Cancellation**); or
- (c) on any Valuation Date or Averaging Date, the Index Calculation Agent fails to publish the Closing Price of the SGI Index other than as a result of the occurrence of a Market Disruption Event (an **Index Disruption** and together with an Index Modification and an Index Cancellation, each an **Index Adjustment Event**);

then the Calculation Agent shall either:

- (w) calculate the relevant formula used to determine an amount to be paid or whether a condition has occurred, if any, as described in the applicable Final Terms using, in lieu of a published level for the SGI Index, the level of that SGI Index on the relevant Valuation Date or Averaging Date as determined by the Calculation Agent in accordance with the formula for

and method of calculating that SGI Index last in effect prior to that Index Adjustment Event, but using only those Index Components that comprised the SGI Index immediately prior to that Index Adjustment Event (other than those Index Components that have since then ceased to be listed on any relevant Exchange), and adjust, as the case may be, any of the relevant terms of the Warrants; or

- (x) replace the SGI Index by a Similar Index (except for the case described in (b) above); or
- (y) consider such Index Adjustment Event as an event triggering an early termination of the Warrants (hereafter an **Early Termination Event**). In that case, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible after the occurrence of the Early Termination Event, (i) in the case of Cash Settled Warrants, an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (ii), in the case of Physical Delivery Warrants, subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions; or
- (z) apply the Monetisation until the Expiration Date (as defined below).

C. Following the occurrence of a Holding Limit Event the Calculation Agent shall either:

- (a) calculate the relevant formula used to determine an amount to be paid or whether a condition has occurred, if any, as described in the applicable Final Terms using, in lieu of a published level for the SGI Index, the level of that SGI Index on the relevant Valuation Date or Averaging Date as determined by the Calculation Agent in accordance with the formula for and method of calculating that SGI Index last in effect prior to that Holding Limit Event, but using only those Index Components that comprised the SGI Index immediately prior to that Holding Limit Event (other than those Index Components that have since then ceased to be listed on any relevant Exchange), and adjust, as the case may be, any of the relevant terms of the Warrants; or
- (b) replace the SGI Index by a Similar Index; or
- (c) consider such Holding Limit Event as an event triggering an early termination of the Warrants (hereafter an **Early Termination Event**). In that case, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible after the occurrence of the Early Termination Event, (i) in the case of Cash Settled Warrants, an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (ii), in the case of Physical Delivery Warrants, subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions; or
- (d) apply the Monetisation until the Expiration Date (as defined below).

3.1.2 Stop-Loss Event relating to a SGI Index

If, on any Exchange Business Day after the initial Valuation Date (excluded) and before the last Valuation Date (included), the Closing Price of an SGI Index is affected by a decrease of 80 per cent. or

more of its Closing Price on the initial Valuation Date (the **Affected SGI Index** and the event, the **Stop-Loss Event**), then the Calculation Agent may decide to:

- A. substitute the Affected SGI Index by a Similar Index and will adjust any relevant terms of the Warrants accordingly; or
- B. continue with the Affected SGI Index; or
- C. consider such event as an event triggering an early termination of the Warrants (hereafter an **Early Termination Event**). In that case, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible after the occurrence of the Stop-Loss Event, (i) in the case of Cash Settled Warrants an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (ii), in the case of Physical Delivery Warrants, subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions; or
- D. continue the Warrants according to their terms.

3.1.3 **Correction of the Closing Price of a SGI Index**

In the event that any price or level published by the Index Calculation Agent and which is used for any calculation or determination made under the Warrants is subsequently corrected and the correction is published and made available to the public by the Index Calculation Agent after the original publication but no later than four Business Days prior to the Expiration Date (or any payment date(s) determined in the applicable Final Terms), the Calculation Agent will determine the amount that is payable as a result of that correction, and, to the extent necessary, will adjust the terms of the Warrants to account for such correction, *provided however that*, in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Swedish Central Securities Depository (Euroclear Sweden AB), the Norwegian Central Securities Depository (Verdipapirsentralen ASA) or the Finnish Central Securities Depository (Euroclear Finland Ltd), all references to the word "four" above shall be deemed to be references to the word "twelve".

3.2 **Change in Law, Hedging Disruption, Increased Cost of Hedging and consequences**

Change in Law means in respect of Warrants that have one or more SGI Index(ices) as Underlying(s) that, on or after the first to occur of (a) the Issue Date and (b) the first Valuation Date of the Warrants (i) due to the adoption of any change in any applicable law or regulation (including without limitation, any law or regulation in respect of tax, solvency or capital requirements) or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal for Société Générale or any of its affiliates to hold, acquire or dispose of Hedge Positions or to maintain the agreement entered into with Société Générale or any of its affiliates by the Issuer of the Warrants, relating to the Underlying of the Warrants (the **Affected Underlying**).

Hedging Disruption means, in respect of Warrants that have one or more SGI Index(ices) as Underlying(s), that Société Générale or any of its affiliates is unable, after using commercially reasonable efforts, to either (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant

price risk including, but not limited to, the currency risk) of entering into and performing its obligations with respect to the Warrants or the agreement entered into with Société Générale or any of its affiliates by the Issuer of the Warrants; or (b) freely realize, recover, receive, repatriate, remit or transfer the proceeds of Hedge Positions as the case may be between accounts within the jurisdiction of the Hedge Positions (the **Affected Jurisdiction**) or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction.

Increased Cost of Hedging means, in respect of Warrants that have one or more SGI Index(ices) as Underlying(s), that Société Générale or any of its affiliates would incur a materially increased (as compared with circumstances existing on the date(s) on which Société Générale or any of its affiliates enters into the Hedge Positions in respect of the Warrants) amount of tax, duty, expense or fee (other than brokerage commissions) or costs specified in the Index Rules to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk of entering into and performing its obligations with respect to the Warrants or (b) freely realize, recover or remit the proceeds of its Hedge Positions.

In case of the occurrence of a Change in Law, a Hedging Disruption or an Increased Cost of Hedging relating to a SGI Index (the **Affected Underlying**), the Calculation Agent may:

- A. consider such event as an event triggering an early termination of the Warrants (hereafter, an **Early Termination Event**). In that case, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible after the Early Termination Event, (i) in the case of Cash Settled Warrants an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (ii) in the case of Physical Delivery Warrants, subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions; or
- B. replace the Affected Underlying by a new underlying which is representative of the same economic or geographic sector and which will be a Similar Index; or
- C. apply the Monetisation until the Expiration Date (as defined in Condition 5.14 of the General Terms and Conditions);

or, but only in the case of Increased Cost of Hedging (and provided that the Warrants are not listed on the Italian Stock Exchange (Borsa Italiana S.p.A.));

- D. in the case of Cash Settled Warrants, deduct: (a) from the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or the Early Termination Settlement Amount (if any) due under the Warrants, as the case may be, on the payment date of the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount (if any); and (b) in the absence of any Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount in respect of the Warrants, from the Cash Settlement Amount due on the Settlement Date, in each case after the occurrence of the Increased Cost of Hedging, the amount of any new, or any increase of, any tax, duty, expense, fee or costs specified in the Index Rules, that triggered the occurrence of the Increased Cost of Hedging incurred by Societe Generale or any of its affiliates in relation to the Hedge Positions hedging the payment obligations of the Issuer under

the Warrants, such amount to be apportioned pro rata amongst the outstanding Warrants (such reduction being the **Reduction Amount** and the result of such deduction being floored at zero); or

- E. in the case of Physical Delivery Warrants, any Physical Delivery Amount, Event-Linked Early Settlement Price, Early Termination Physical Delivery Amount or Early Trigger Level Physical Delivery Amount which is calculated in connection with the Warrants shall be reduced by the Reduction Amount (subject to a floor of zero).

ADDITIONAL TERMS AND CONDITIONS FOR DEPOSITARY RECEIPTS LINKED WARRANTS

The provisions of these Additional Terms and Conditions for Depositary Receipt Linked Warrants apply if the applicable Final Terms specify that the clause "*Type of Warrants*" is stated as being "*Depositary Receipts Linked Warrants*".

References in these Additional Terms and Conditions for Depositary Receipts Linked Warrants to a "Condition" or "these Additional Terms and Conditions" shall be construed as a reference to the relevant conditions in these Additional Terms and Conditions for Depositary Receipts Linked Warrants unless otherwise specified herein.

1. GENERAL DEFINITIONS

ADR means an American depositary receipt (or the American depositary receipts in case of a Basket) representing shares issued by a Company and which constitute Deposited Securities, specified as Underlying in the applicable Final Terms.

Averaging Date means, in respect of a Valuation Date and a Depositary Receipt, each date specified as such in the applicable Final Terms for the purpose of determining an average (or if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day) unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of Condition 2 of these Additional Terms and Conditions.

Basket means, a basket composed of the Depositary Receipts (each an Underlying) in the relative proportions or numbers of Depositary Receipts specified in the applicable Final Terms.

Business Day has the meaning given to it in Condition 3 of the General Terms and Conditions.

Calculation Agent means the person or entity specified as such in Condition 10 of the General Terms and Conditions of the Warrants. Whenever a Calculation Agent is required to act or to exercise judgment in any way, it will do so in good faith and in a commercially reasonable manner.

Closing Price means, in respect of a Depositary Receipt, the official closing price of such Depositary Receipt on the relevant Exchange, as adjusted (if applicable) pursuant to the provisions of Condition 3 of these Additional Terms and Conditions.

Company means, in respect of a Depositary Receipt, the issuer of the Deposited Securities related to such Depositary Receipt.

Deposit Agreement means, the deposit agreement between the Company that has issued the shares that are Deposited Securities and the Depositary pursuant to which a Depositary Receipt was issued.

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

Depositary Receipt (or the **Depositary Receipts** in case of a Basket) means the depositary receipts (including an ADR and/or a GDR) representing shares or other interests issued by a Company and which constitute Deposited Securities, specified as Underlying in the applicable Final Terms, subject to adjustment pursuant to the provisions of Condition 3.1 of these Additional Terms and Conditions.

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

Disrupted Day means, in respect of a Depositary Receipt (or, in the case of a Basket of Depositary Receipts, in respect of any Depositary Receipt comprising the Basket and observed separately), any Scheduled Trading Day on which (a) a relevant Exchange or Related Exchange fails to open for trading during its regular trading session or (b) a Market Disruption Event has occurred.

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

Exchange Business Day means, in respect of a Depositary Receipt, (or, in the case of a Basket of Depositary Receipts, in respect of any Depositary Receipt comprising the Basket and observed separately) any Scheduled Trading Day on which each relevant Exchange and Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time.

GDR means a global depositary receipt (or the global depositary receipts in the case of a Basket) representing shares issued by a Company and which constitute Deposited Securities, specified as Underlying in the applicable Final Terms.

Hedge Positions means any purchase, sale, entry into or maintenance, by Société Générale or any of its affiliate, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) any cash deposits or cash borrowing and/or (d) other instruments, arrangements, assets or liabilities howsoever described in order to hedge, individually or on a portfolio basis, the part of Société Générale or any of its affiliates' obligation under the Warrants or any agreement entered into with Société Générale or any of its affiliates by the Issuer in relation to the Warrants.

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

Market Disruption Event means, in respect of a Depositary Receipt issued pursuant to a Deposit Agreement, the occurrence or existence of (a) a Trading Disruption, (b) an Exchange Disruption which, in either case, the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time or (c) an Early Closure. For the purpose hereof:

- A. **Trading Disruption** means, in respect of a Depositary Receipt and the Deposited Securities relating to such Depositary Receipt, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) relating to the Depositary Receipt or the Deposited Securities relating to such Depositary Receipt on the Exchange or (b) in futures or options contracts relating to the Depositary Receipt or the Deposited Securities relating to such Depositary Receipt on any relevant Related Exchange;

- B. **Exchange Disruption** means, in respect of a Depositary Receipt and the Deposited Securities relating to such Depositary Receipt, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for (a) the Depositary Receipt or the Deposited Securities relating to such Depositary Receipt on the Exchange, or (b) futures or options contracts relating to the Depositary Receipt or the Deposited Securities relating to such Depositary Receipt on any relevant Related Exchange;
- C. **Early Closure** means, the closure on any Exchange Business Day of (a) the relevant Exchange, or (b) any Related Exchange, prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (x) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (y) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

For the avoidance of doubt, a Disrupted Day will be deemed to have occurred with respect to a Depositary Receipt if a Disrupted Day has occurred with respect to the related Deposited Securities.

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

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

Scheduled Trading Day means, in respect of a Depositary Receipt (or, in the case of a Basket of Depositary Receipts, in respect of any Depositary Receipt comprising the Basket and observed separately), any day on which each Exchange and each Related Exchange, if any, are scheduled to be open for trading for their respective regular trading session.

Valuation Date means, in respect of a Depositary Receipt, each date specified as such in the applicable Final Terms (or, if such date is not a Scheduled Trading Day for such Depositary Receipt, the next following Scheduled Trading Day), unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of Condition 2 of these Additional Terms and Conditions.

Valuation Time means, in respect of a Depositary Receipt, the Scheduled Closing Time provided however that if the Exchange closes prior to its Scheduled Closing Time, the Valuation Time shall be the actual closing time of the Exchange.

2. CONSEQUENCES OF DISRUPTED DAYS

If any Valuation Date or Averaging Date specified in the applicable Final Terms (the **Scheduled Valuation Date** and the **Scheduled Averaging Date** respectively), is a Disrupted Day for a Depositary

Receipt, the Valuation Date or the Averaging Date for such Depositary Receipts shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day in respect of that Depositary Receipt, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date or the Scheduled Averaging Date is also a Disrupted Day. In that case:

- A. that eighth Scheduled Trading Day shall be deemed to be the Valuation Date or Averaging Date, for the Depositary Receipts notwithstanding the fact that such day is a Disrupted Day; and
- B. the Calculation Agent shall determine its good faith estimate of the value of the Depositary Receipt as of the Valuation Time on that eighth Scheduled Trading Day and the good faith estimate of the value of the Depositary Receipt so calculated shall be deemed the Closing Price, PROVIDED THAT, if the Depositary Receipt is included in a Basket, the hereabove provisions shall apply only to the Depositary Receipt affected by the occurrence of a Disrupted Day and the Valuation Date or the Averaging Date for each Depositary Receipt not affected by a Disrupted Day shall be the Scheduled Valuation Date or the Scheduled Averaging Date;

provided however that;

- (a) if a Scheduled Averaging Date is a Disrupted Day, the Averaging Date shall be postponed pursuant to the provisions above to the first succeeding Scheduled Trading Day that is not a Disrupted Day provided it is not also a Scheduled Averaging Date; if on the eighth Scheduled Trading Day following the Scheduled Averaging Date a Scheduled Trading Day that is not a Disrupted Day nor another Scheduled Averaging Date has not occurred, then that eighth Scheduled Trading Day shall be deemed the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is also a Scheduled Averaging Date), and the Calculation Agent shall make on that day the determinations described in (B) above, and the good faith estimate of the value of the Depositary Receipts so calculated shall be deemed the Closing Price; and
- (b) notwithstanding the foregoing, a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) shall occur not later than the earlier of (i) the Expiration Date and (ii) the fourth Business Day before the date of any payment to be made under the Warrants on the basis of determinations made on such Valuation Date or Averaging Date; if a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) would fall later than the earlier of (i) the Expiration Date and (ii) the fourth Business Day prior to the date of any payment to be made under the Warrants on the basis of determinations made on such Valuation Date or Averaging Date, then the earlier of (i) the Expiration Date and (ii) that fourth Business Day shall be deemed the Valuation Date or Averaging Date and the Calculation Agent shall make, on that day the determinations described in (B) above at the latest as of the Valuation Time on the earlier of (i) the Expiration Date and (ii) such fourth Business Day and the good faith estimate of the value of the Depositary Receipts so calculated shall be deemed the Closing Price, *provided however that*, in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Norwegian Central Securities Depositary (Verdipapirsentralen ASA) or the Finnish Central Securities Depositary (Euroclear Finland Ltd), all references to the word "fourth" above shall be deemed to be references to the word "twelfth".

3. ADJUSTMENTS AND EXTRAORDINARY EVENTS - MONETISATION UNTIL THE EXPIRATION DATE, HEDGING DISRUPTION, INCREASED COST OF HEDGING, INSOLVENCY FILING AND CONSEQUENCES - CHANGE IN LAW AND CONSEQUENCES

3.1 Adjustments and Extraordinary Events

3.1.1 *Potential Adjustment Events*

Potential Adjustment Event means, in relation to a Depositary Receipt, any of the following:

- A. a subdivision, consolidation or reclassification of the Deposited Securities underlying such Depositary Receipt (unless resulting in a Merger Event), including, for the avoidance of doubt, a stock split or reverse stock split, or a free distribution or dividend of any such Deposited Securities to existing holders by way of bonus, capitalisation or similar issue;
- B. a distribution, issue or dividend to existing holders of the Deposited Securities underlying such Depositary Receipts of (a) such Deposited Securities, (b) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Company equally or proportionately with such payments to holders of such Deposited Securities, (c) share capital, other securities of another issuer acquired or owned (directly or indirectly) by the Company as a result of a spin-off or other similar transaction, or (d) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or otherwise) at less than the prevailing market price as determined by the Calculation Agent;
- C. an extraordinary dividend as determined by the Calculation Agent;
- D. a call by the Company in respect of Deposited Securities underlying such Depositary Receipts that are not fully paid;
- E. a repurchase by the Company or any of its subsidiaries of Deposited Securities underlying such Depositary Receipts whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
- F. an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of the Company pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value, as determined by the Calculation Agent provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or
- G. any other event having, in the opinion of the Calculation Agent, a diluting or concentrative effect on the Deposited Securities that affects theoretical value of the Depositary Receipts.

Following the occurrence of any Potential Adjustment Event as defined above, the Calculation Agent will, as soon as reasonably practicable after it becomes aware of such event determine whether such Potential Adjustment Event has a diluting or concentrative effect on the Deposited Securities that affects the theoretical value of the Depositary Receipts.

An event that has a diluting or concentrative effect on the Deposited Securities will affect the theoretical value of the Depositary Receipts unless (and to the extent that) the Company or the Depositary, pursuant to its authority (if any) under the Deposit Agreement, elects to adjust the number of the

Deposited Securities that are represented by each Depositary Receipt such that the price of the Depositary Receipts will not be affected by any such event (as determined by the Calculation Agent), in which case the Calculation Agent will make no adjustment. If the Company or the Depositary elects not to adjust the number of Deposited Securities that are represented by a Depositary Receipt or makes an adjustment that the Calculation Agent determines not to have been adequate, then the Calculation Agent may, in its discretion, make the necessary adjustment to the elements relating to the Underlying used to determine any settlement or payment terms under the Warrants and/or any other terms of the Warrants as it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Warrants (subject to any Local Taxes to be withheld or paid as explained below) and determine the effective date of that adjustment. The Depositary may also have the ability pursuant to the Deposit Agreement to make adjustments in respect of the Depositary Receipts for share distributions, rights distributions, cash distributions and distributions other than shares, rights and cash. Upon any such adjustment by the Depositary, the Calculation Agent may, in its discretion, make the necessary adjustments as the Calculation Agent deems appropriate to account for such event.

In its determination of the existence and extent of any dilutive or concentrative effect on the Deposited Securities that affects the theoretical value of the Depositary Receipts of any Potential Adjustment Event, and any related adjustments to the terms of the Warrants, the Calculation Agent shall take into account any amounts of Local Taxes that would, in the determination of the Calculation Agent, be withheld from or paid or otherwise incurred by an Offshore Investor in connection with such Potential Adjustment Event. The Calculation Agent may (but is not obliged to) determine the appropriate adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by a Related Exchange to options on the Deposited Securities traded on such Related Exchange.

Definitions applicable to this Condition 3.1.1:

Local Taxes shall mean taxes, duties, and similar charges imposed by the taxing authority of the country in which the Company has been incorporated or in which the Exchange on which the Deposited Securities are listed is located.

Offshore Investor shall mean a holder of Deposited Securities who is an institutional investor not resident in the country in which the Company has been incorporated or in which the Exchange on which the Deposited Securities are listed is located (the **Local Jurisdiction**), for the purposes of the tax laws and regulations of the Local Jurisdiction. For the avoidance of doubt, the jurisdiction of residence of the Offshore Investor (a) shall be determined by the Calculation Agent and (b) may be the jurisdiction of Société Générale or any of its affiliates.

3.1.2 Extraordinary Events and consequences

- A. Upon the occurrence, in the determination of the Calculation Agent, on or prior to the last Valuation Date or the last Averaging Date of the opening of an Offering Period relating to a Merger Event, a De-merger Event, a De-listing Event, an Insolvency or a Nationalization, in respect of 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 Depositary Receipt.
- B. If the Calculation Agent decides not to apply Method of Substitution during the Offering Period with respect to the Affected Depositary Receipt, then:
 - (a) in respect of a Merger Event, from the Merger Date, and/or upon consummation of the Merger Event, until the sixtieth Business Day thereafter, the Calculation Agent shall apply either:

- (i) Share-for-Share Merger Event: Alternative Obligation and/or Method of Substitution or Monetisation until the Expiration Date or Early Termination;
 - (ii) Share-for-Other Merger Event: Alternative Obligation and/or Method of Substitution or Monetisation until the Expiration Date or Early Termination; or
 - (iii) Share-for-Combined Merger Event: Alternative Obligation and/or Method of Substitution or Monetisation until the Expiration Date or Early Termination;
- (b) in the case of a Merger Event affecting two Depositary Receipts comprised in a Basket, the Calculation Agent will either:
- (i) continue with 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;
 - (ii) substitute both Depositary Receipts with two Substitute Shares or Substitute Depositary Receipts selected as described in the Method of Substitution;
 - (iii) apply the Monetisation until the Expiration Date; or
 - (iv) apply the Early Termination;
- (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:
- (i) replace the Affected Depositary Receipt with the shares or depositary receipts of the successor companies;
 - (ii) substitute one or more share(s) or depositary receipt(s) resulting from such De-merger Event pursuant to the Method of Substitution;
 - (iii) apply the Monetisation until the Expiration Date; or
 - (iv) apply the Early Termination;
- 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 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 Nationalization, from the effective date of such event, until the sixtieth Business Day thereafter, the Calculation Agent may, but is not obliged to, apply the Method of Substitution or the Monetisation until the Expiration Date or the Early Termination; and
- (e) in respect of an Insolvency, the Calculation Agent will decide, either:
- (i) that the Affected Depositary Receipt will be substituted pursuant to the Method of Substitution; or

- (ii) that the value of the relevant component in the formula used to determine the amount to be paid or whether a condition has occurred, if any, as described in the applicable Final Terms, representing the Affected 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 Depositary Receipt affected at the time of calculation;
 - (iii) to apply the Monetisation until the Expiration Date; or
 - (iv) to apply the Early Termination.
- C. Notwithstanding anything herein to the contrary, the Calculation Agent shall use its reasonable endeavours at all times to maintain the original number of companies in the Basket as Companies hereunder.

Definitions applicable to this Condition 3.1.2:

Alternative Obligation means:

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

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

De-listing Event means, in respect of a Depositary Receipt, that such Depositary Receipt (or Deposited Securities related to such Depositary Receipt): (a) ceases to be listed, traded or publicly quoted on the relevant Exchange or listing compartment of the relevant Exchange (for any reason other than a Merger Event or a tender offer) and is not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or where the Exchange is within the

European Union, in any Member State of the European Union) or (b) has its listing, trading or public quotation maintained in inappropriate conditions in the opinion of the Calculation Agent (such conditions to include, without limitation, a lack of liquidity or the disappearance of the relevant futures and/or option contract of the relevant Depositary Receipt (or Deposited Securities related to such Depositary Receipt)) or (c) the Deposit Agreement is terminated.

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

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

Early Termination means, that there will be an early termination of the Warrants, in respect of which Warrantholders shall be entitled to receive, (i) in the case of Cash Settled Warrants, the Early Termination Settlement Amount or (ii), in the case of Physical Delivery Warrants and subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount, determined, in each case, in accordance with Condition 5.9 of the General Terms and Conditions.

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

- A. Société Générale or any of its affiliates sells the Affected Depositary Receipt, the New Shares and/or the Other Consideration, (as the case may be), on the basis of the weighted average of the closing prices of the relevant assets traded by Société Générale or any of its affiliates with regards to the relevant Warrants, as observed during such Fixing Period; and
- B. the proceeds of such sale are re-invested in the Substitute Shares, Substitute Depositary Receipt and/or New Shares accordingly during the said Fixing Period on the basis of the weighted average of the closing prices of such Substitute Shares, Substitute Depositary Receipt and/or New Shares traded by Société Générale or any of its affiliates with regards to the relevant Warrants, as observed during such Fixing Period.

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

Merger Date means, in respect of Deposited Securities underlying a Depositary Receipt, the date upon which holders of the necessary number of the relevant Deposited Securities (other than, in the case of a takeover offer, Deposited Securities owned or controlled by the offeror) to constitute a Merger Event have agreed or have irrevocably become obliged to transfer their Deposited Securities.

Merger Event means, in respect of any Depositary Receipt issued pursuant to a Deposit Agreement:

- A. any reclassification or change of the Deposited Securities underlying such Depositary Receipt (including the change of currency reference of such Deposited Securities) that results in a transfer of or an irrevocable commitment to transfer all of such Deposited Securities outstanding to another entity or person;

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

Method of Substitution means that in the case of a Merger Event, De-merger Event, De-listing Event, Nationalization or Insolvency, in respect of an Affected Depositary Receipt, the Calculation Agent may consider that the Affected Depositary Receipt, the New Shares and/or, all or part of the Other Consideration (as the case may be) is/are converted into cash and that the proceeds will be reinvested either (a) into a share or a new depositary receipt of the same economic sector or into a share or depositary receipt issued by a company of a similar international standing or creditworthiness as the Company related to the Affected Depositary Receipt (the **Substitute Share**, the **Substitute Depositary Receipt** as the case may be) or (b) in the case of Combined Consideration into New Shares. In the event of Other Consideration to be received in cash, in the future, the Calculation Agent may consider that the cash to be received in the future is discounted in order to immediately re-invest the proceeds then procured in accordance with (a) and (b) above.

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

For information purposes, it is understood that in all cases described herein where a Depositary Receipt is substituted, on any date "t", with a Substitute Share or Substitute Depositary Receipt, the value of the relevant component in the formula used to determine the amount to be paid as described in the applicable Final Terms, shall not be affected by the substitution on such date "t" in respect of the Substitute Share or Substitute Depositary Receipt and would mean the closing price of such Substitute

Share or Substitute Depositary Receipt on the relevant Exchange on the date "t" is weighted by an appropriate linking coefficient so that it is equal to the closing price of the Affected Depositary Receipt on such date "t".

Nationalization means that all the Deposited Securities related to a Depositary Receipt or all or substantially all of the assets of a Company are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

New Shares means shares or Depositary Receipt (whether of the offeror or a third party) that are listed or quoted on a recognised exchange involved in the application of Method of Substitution or Alternative Obligation as determined by the Calculation Agent.

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

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

Share-for-Combined Merger Event means, in respect of a Merger Event, that the consideration for the relevant Depositary Receipt consists of Combined Consideration.

Share-for-Other Merger Event means, in respect of a Merger Event, that the consideration for the relevant Depositary Receipt consists solely of Other Consideration.

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

3.1.3 Stop-Loss Event

If on any Exchange Business Day between the initial Valuation Date (excluded) and the last Valuation Date (included), the Closing Price of a Depositary Receipt is affected by a decrease of 80 per cent. or more of its Closing Price on the initial Valuation Date (the **Affected Depositary Receipt** and the event, the **Stop-Loss Event**), then:

- A. the Calculation Agent may decide to substitute the Affected Depositary Receipt by a new share or depositary receipt issued by a company of a similar international standing or creditworthiness as the Company related to the Affected Depositary Receipt (the **Substitute Share, Substitute Depositary Receipt**, as the case may be) and will adjust any relevant terms of the Warrants accordingly; or
- B. the Calculation Agent may decide to continue with the Affected Depositary Receipt; or
- C. if the Calculation Agent has neither retained any Substitute Share or Substitute Depositary Receipt nor decided to continue with the Affected Depositary Receipt, the Calculation Agent may either:
 - (a) apply Monetisation until the Expiration Date; or

- (b) consider such event as an event triggering an early termination of the Warrants. In that case, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible after the Stop-Loss Event: (i) in the case of Cash Settled Warrants, an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions; or (ii) in the case of Physical Delivery Warrants, subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions.

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

3.1.4 Correction of the Closing Price

In the event that the price or level of any Depositary Receipt published on the Exchange and which is utilised for any calculation or determination made under the Warrants is subsequently corrected and the correction is published and made available to the public by the Exchange after the original publication but no later than the earlier of (i) the Expiration Date and (ii) four Business Days prior to the Settlement Date (or any payment date(s) determined in the applicable Final Terms), the Calculation Agent will determine the amount that is payable as a result of that correction, and, to the extent necessary, will adjust the terms of the Warrants to account for such correction, *provided however that*, in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Swedish Central Securities Depository (Euroclear Sweden AB), the Norwegian Central Securities Depository (Verdipapirsentralen ASA) or the Finnish Central Securities Depository (Euroclear Finland Ltd), all references to the word "four" above shall be deemed to be references to the word "twelve".

3.2 Change in Law, Hedging Disruption, Increased Cost of Hedging, Insolvency Filing and consequences

Change in Law means in respect of Warrants that have one or more Depositary Receipt as Underlying(s) that, on or after the first to occur of (a) the Issue Date and (b) the first Valuation Date of the Warrants (i) due to the adoption of any change in any applicable law or regulation (including without limitation, any law or regulation in respect of tax, solvency or capital requirements) or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal for Société Générale or any of its affiliates to hold, acquire or dispose of Hedge Positions or to maintain the agreement entered into with Société Générale or any of its affiliates by the Issuer of the Warrants, relating to the Underlying of the Warrants (the **Affected Underlying**).

Hedging Disruption means, in respect of Warrants that have one or more Depositary Receipts as Underlying(s), that Société Générale or any of its affiliates is unable, after using commercially reasonable efforts, to either (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose

of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk including, but not limited to, the currency risk) of entering into and performing its obligations with respect to the Warrants or the agreement entered into with Société Générale or any of its affiliates by the Issuer of the Warrants; or (b) freely realize, recover, receive, repatriate, remit or transfer the proceeds of Hedge Positions as the case may be between accounts within the jurisdiction of the Hedge Positions (the **Affected Jurisdiction**) or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction.

Increased Cost of Hedging means, in respect of Warrants that have one or more Depositary Receipts as Underlying(s), that Société Générale or any of its affiliates would incur a materially increased (as compared with circumstances existing on the date(s) on which Société Générale or any of its affiliates enters into the Hedge Positions in respect of the Warrants) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk of entering into and performing its obligations with respect to the Warrants or any agreement entered into with Société Générale or any of its affiliates by the Issuer in relation to the Warrants or (b) freely realize, recover or remit the proceeds of its Hedge Positions.

Insolvency Filing means, in respect of Warrants that have one or more Depositary Receipts as Underlying(s) that the Company institutes or has been instituted against it by a regulator, a supervisor or any similar official with primary insolvency, a rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organization or the jurisdiction of its head home office, or the Company consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up or liquidation by the Company or such regulator, supervisor or similar official or the Company consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the Company shall not be deemed an Insolvency Filing.

In case of the occurrence of a Change in Law, Hedging Disruption or an Increased Cost of Hedging or an Insolvency Filing relating to a Depositary Receipt (the **Affected Underlying**), the Calculation Agent may:

- A. consider such event as an event triggering an early termination of the Warrants (hereafter, an **Early Termination Event**). In that case, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible after the Early Termination Event, (i) in the case of Cash Settled Warrants, an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (ii) in the case of Physical Delivery Warrants, subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions; or
- B. replace the Affected Underlying by a new underlying which is representative of the same economic or geographic sector; or
- C. apply the Monetisation until the Expiration Date (as defined in Condition 5.14 of the General Terms and Conditions);

or, but only in the case of Increased Cost of Hedging;

- D. in the case of Cash Settled Warrants, deduct (a) from the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or the Early Termination Settlement Amount (if any) due under the Warrants, as the case may be, on the payment date of the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount (if any) and (b) in the absence of any Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount in respect of the Warrants, from the Cash Settlement Amount due on the Settlement Date, in each case after the occurrence of the Increased Cost of Hedging, the amount of any new, or any increase of, any tax, duty, expense or fee, that triggered the occurrence of the Increased Cost of Hedging incurred by Societe Generale or any of its affiliates in relation to the Hedge Positions hedging the payment obligations of the Issuer under the Warrants, such amount to be apportioned pro rata amongst the outstanding Warrants (such reduction being the **Reduction Amount** and the result of such deduction being floored at zero); or
- E. in the case of Physical Delivery Warrants, any Physical Delivery Amount, Event-Linked Early Settlement Price, Early Termination Physical Delivery Amount or Early Trigger Level Physical Delivery Amount which is calculated in connection with the Warrants shall be reduced by the Reduction Amount (subject to a floor of zero).

ADDITIONAL TERMS AND CONDITIONS FOR DIVIDEND LINKED WARRANTS

The provisions of these Additional Terms and Conditions for Dividend Linked Warrants apply if the applicable Final Terms specify that the clause "*Type of Warrants*" is stated as being "*Dividend Linked Warrants*".

References in these Additional Terms and Conditions for Dividend Linked Warrants to a "Condition" or "these Additional Terms and Conditions" shall be construed as a reference to the relevant conditions in these Additional Terms and Conditions for Dividend Linked Warrants unless otherwise specified herein.

1. GENERAL DEFINITIONS

ADR means an American depositary receipt (or the American depositary receipts in case of a Basket) representing shares issued by a Company and which constitute Deposited Securities, specified as Underlying in the applicable Final Terms.

Affiliate means, in respect of Shares traded through the China Connect Services, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of a majority of the voting power of the entity or person.

Applicable Hedge Positions means, at any time, Hedge Positions that Société Générale or any of its affiliates determines that a Hypothetical Investor, acting in a commercially reasonable manner, would consider necessary to hedge the Warrants at that time.

Averaging Date means, in respect of a Valuation Date and a Share, a Depositary Receipt or an Index, each date specified as such in the applicable Final Terms for the purpose of determining an average (or if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day) unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of Condition 2 of these Additional Terms and Conditions.

Basket means a basket composed of the Shares and/or Depositary Receipts and/or Indices in the relative proportions or numbers of Shares, Depositary Receipts and/or Indices specified in the applicable Final Terms.

Business Day has the meaning given to it in Condition 3 of the General Terms and Conditions.

Calculation Agent means the person or entity specified as such in Condition 10 of the General Terms and Conditions of the Warrants. Whenever a Calculation Agent is required to act or to exercise judgment in any way, it will do so in good faith and in a commercially reasonable manner.

China Connect Business Day means, in respect of Shares traded through the China Connect Services, any Scheduled Trading Day on which the China Connect Service is open for order-routing during its regular order-routing sessions, notwithstanding the China Connect Service closing prior to its Scheduled Closing Time.

China Connect Service means the securities trading and clearing links programme developed by the Exchange, SEHK, CSDCC and HKSCC, through which (i) SEHK and/or its Affiliates provides order-routing and other related services for certain eligible securities traded on the Exchange and (ii) CSDCC and HKSCC provides clearing, settlement, depository and other services in relation to such securities.

Company means, in respect of a Share, the issuer of such Share and, in respect of a Depositary Receipt, the issuer of the deposited securities related to such Depositary Receipt.

CSDCC means, in respect of Shares traded through the China Connect Services, China Securities Depository and Clearing Corporation.

Deposit Agreement means the deposit agreement between the Company that has issued the shares that are Deposited Securities and the depositing thereunder pursuant to which a Depositary Receipt was issued.

Depositary Receipt means the depositary receipt (including an ADR and/or a GDR) (or the depositary receipts in case of a Basket) representing shares or other interests issued by a Company and which constitute Deposited Securities, and whose dividends are used to determine the amount due under the Dividend Linked Warrants.

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

Designated Contract means an options or futures contract on the Share or Depositary Receipt traded on the Related Exchange with an expiry date (or the date which would have been the expiry date but for that day being a Disrupted Day or not being a Scheduled Trading Day) that matches the relevant Valuation Date specified in the applicable Final Terms.

Disrupted Day means:

- A. in respect of a Share or a Depositary Receipt (or, in the case of a Basket of Shares or Depositary Receipts, in respect of any Share or Depositary Receipt comprising the Basket and observed separately), any Scheduled Trading Day on which (a) a relevant Exchange or Related Exchange fails to open for trading during its regular trading session or (b) a Market Disruption Event has occurred;
- B. in respect of an Index (or, in the case of Basket of Indices, any Index comprising the Basket and observed separately), any Scheduled Trading Day on which (a) a relevant Related Exchange fails to open for trading during its regular trading session, (b) a Market Disruption Event has occurred or (c) the Index Sponsor fails to publish the closing price of the Index;
- C. in respect of a Share traded through the China Connect Services (or, in the case of a Basket of Shares, in respect of any Share comprising the Basket and observed separately), any Scheduled Trading Day on which (a) a relevant Exchange or Related Exchange fails to open for trading during its regular trading session or (b) the China Connect Service fails to open for order-routing during its regular order-routing session, (c) a Market Disruption Event has occurred, or (d) an Additional Disruption Event has occurred.

Dividend means in respect of a Share or a Depositary Receipt:

- A. an amount of dividend per Share or Depositary Receipt as declared by the Company, before the withholding or deduction of taxes at source by or on behalf of any applicable authority having power to tax in respect of such a dividend (an **Applicable Authority**), but which shall not take into account:

- (a) any imputation or other credits, refunds or deductions granted by an Applicable Authority (together, the **Credits**); and
 - (b) any taxes, credits, refunds or benefits imposed, withheld, assessed or levied on the Credits referred to in (a) above; and/or
- B. an amount per Share or Depositary Receipt being the cash value of any dividend paid in shares (whether or not such dividend comprises shares that are not the ordinary shares of the issuer) declared by the Company (or, if no cash value is declared by the relevant issuer, the cash value of such dividend as determined by the Calculation Agent, calculated by reference to the opening price of such ordinary shares on the Ex-Dividend Date applicable to that dividend) provided that if holders of record of the relevant Share or Depositary Receipt may elect between receiving an amount as defined in (A) above or in this subparagraph (B), the dividend shall be deemed to be an amount as defined in (A) above.

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

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

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

Exchange Business Day means:

- A. in respect of a Share or a Depositary Receipt (or, in the case of a Basket of Shares or Depositary Receipts, in respect of any Share comprising the Basket and observed separately) any Scheduled Trading Day on which each relevant Exchange and Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time;
- B. in respect of an Index (or, in the case of a Basket of Indices, each Index comprising the Basket and observed separately), any Scheduled Trading Day on which the relevant Related Exchange of the Index is open for trading during its regular trading session, notwithstanding any such Related Exchange closing prior to its Scheduled Closing Time and the Index Sponsor publishes the Closing Price of such Index; and
- C. in respect of a Share traded through the China Connect Services (or, in the case of a Basket of Shares, in respect of any Share comprising the Basket and observed separately) any Scheduled Trading Day (i) on which each relevant Exchange and Related Exchange are open for trading

during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time and (ii) which is a China Connect Business Day.

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

GDR means a global depositary receipt (or the global depositary receipts in the case of a Basket) representing shares issued by a Company and which constitute Deposited Securities, specified as Underlying in the applicable Final Terms.

HKSCC means, in respect of Shares traded through the China Connect Services, the Hong Kong Securities Clearing Company Limited.

Hong Kong means, in respect of Shares traded through the China Connect Services, the Hong Kong Special Administrative Region of the People's Republic of China.

Hedge Positions means any purchase, sale, entry into or maintenance, by Société Générale or any of its affiliate, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) any cash deposits or cash borrowing and/or (d) other instruments, arrangements, assets or liabilities howsoever described in order to hedge, individually or on a portfolio basis, the part of Société Générale or any of its affiliates' obligation under the Warrants or any agreement entered into with Société Générale or any of its affiliates by the Issuer in relation to the Warrants.

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

Index means, an index (or the indices in case of a Basket) whose components are used to determine the amount due under the Dividend Linked Warrants.

Index Calculation Agent means, the entity in charge of calculating and publishing the Index, if different from the Index Sponsor.

Index Sponsor means, the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the relevant Index and/or (b) announces (directly or through an Index Calculation Agent) the level of the relevant Index on a regular basis.

Local Jurisdiction means, in respect of a Share, a Depositary Receipt or an Index, the jurisdiction in which the relevant Exchange is located.

Local Taxes means, in respect of a Share, a Depositary Receipt or an Index, taxes, duties and similar charges (in each case, including interest and penalties thereon) imposed by the taxing authority in any jurisdiction, that would be withheld from or paid or otherwise incurred by a Hypothetical Investor in

connection with any Applicable Hedge Positions, excluding any corporate income taxes levied on the overall net income of the Hypothetical Investor.

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

- A. **Trading Disruption** means, in respect of a Share or an Index, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) relating to the Share on the Exchange or, in the case of an Index, on the relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Index or (b) in futures or options contracts relating to the Share or the relevant Index on any relevant Related Exchange;
- B. **Exchange Disruption** means, in respect of a Share or an Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for (a) the Share on the Exchange, or, in the case of an Index, on any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Index, or (b) futures or options contracts relating to the Share or the relevant Index on any relevant Related Exchange;
- C. **Early Closure** means, the closure on any Exchange Business Day of (a) (i) in the case of a Share, the relevant Exchange, or (ii) in the case of an Index any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Index, or (b) any Related Exchange, prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (x) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (y) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

With respect to a Depositary Receipt issued pursuant to a deposit agreement (a) references to Share in the definitions of **Market Disruption Event**, **Trading Disruption**, **Exchange Disruption** and **Early Closure** above refer both to the Depositary Receipt and to the related deposited securities relating to such Depositary Receipt, and (b) references to Exchange and Related Exchange in these definitions refer to such exchanges as they relate to both the Depositary Receipt and to the related deposited securities relating to such Depositary Receipt. For the avoidance of doubt, a Disrupted Day will be deemed to have occurred with respect to a Depositary Receipt if a Disrupted Day has occurred with respect to the related deposited securities.

In respect of Shares traded through the China Connect Services, the following definition of Market Disruption Event applies:

Market Disruption Event means, in respect of a Share, the occurrence or existence of (A) a Trading Disruption, (B) an Exchange Disruption, (C) a China Connect Disruption, which, in either case, the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time or (D) an Early Closure or (E) a China Connect Early Closure. For the purpose hereof:

- A. **Trading Disruption** means, in respect of a Share, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) relating to the Share on the Exchange or (b) in futures or options contracts relating to the Share on any relevant Related Exchange;
- B. **Exchange Disruption** means, in respect of a Share, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for (a) the Share on the Exchange, or (b) futures or options contracts relating to the Share on any relevant Related Exchange;
- C. **China Connect Disruption** means (i) any suspension of or limitation imposed on routing of orders (including in respect of buy orders only, sell orders only or both buy and sell orders) through the China Connect Service, relating to the Share on the Exchange or (ii) any event (other than a China Connect Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of the market participants in general to enter orders in respect of Shares through the China Connect Service;
- D. **Early Closure** means, the closure on any Exchange Business Day of (a) the relevant Exchange, or (b) any Related Exchange, prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (x) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (y) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day;
- E. **China Connect Early Closure** means the closure on any China Connect Business Day of the China Connect Service prior to its Scheduled Closing Time unless such earlier closing time is announced by SEHK or the Exchange, as the case may be, at least one hour prior to the earlier of (i) the actual closing time for order-routing through the China Connect Service on such China Connect Business Day and (ii) the submission deadline for orders to be entered into the China Connect Service system for execution on the Exchange at the Valuation Time on such China Connect Business Day.

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

Official Number means, in respect of a date, an Index and a Share or a Depositary Receipt comprising such Index, the number of free-floating shares relating to such Share or Depositary Receipt comprised in the Index, as calculated and published by the Index Sponsor on such date, subject to the provisions of Condition 3.1.4.1 of these Additional Terms and Conditions.

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

Related Exchange(s) means, in respect of a Share, a Depositary Receipt or an Index (and, with respect to a Depositary Receipt, the related deposited securities), each exchange or quotation system

where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures and options contracts relating to such Share, Depositary Receipt, Index or deposited securities, any successor exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to a Share, Depositary Receipt, Index or deposited securities, has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating such Share, Depositary Receipt, Index or deposited securities, on such temporary substitute exchange or quotation system as on the original Related Exchange).

Relevant Jurisdiction means, in respect of a Share, a Depositary Receipt or an Index, the relevant authorities in the jurisdiction of incorporation or organisation of the issuer of any component security.

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

In respect of Shares traded through the China Connect Services, the following definition of Scheduled Closing Time applies:

Scheduled Closing Time means, in respect of an Exchange, Related Exchange or China Connect Service, the scheduled weekday closing time of such Exchange, Related Exchange or the China Connect Service, without regard (in the case of any Exchange or Related Exchange) to after hours or any other trading outside of the regular trading session hours or (in the case of the China Connect Service) any after hours or any other order-routing outside of the regular order-routing session hours.

Scheduled Trading Day means:

- A. in respect of a Share or a Depositary Receipt (or, in the case of a Basket of Shares or Depositary Receipt, in respect of any Share or Depositary Receipt comprising the Basket and observed separately), any day on which each Exchange and each Related Exchange, if any, are scheduled to be open for trading for their respective regular trading session;
- B. in respect of an Index (or, in the case of a Basket of Indices, each Index observed separately), any day on which (a) the Index Sponsor is scheduled to publish the closing price of the Index and (b) the Related Exchange is scheduled to be open for trading during its regular trading session;
- C. in respect of a Share traded through the China Connect Services (or, in the case of a Basket of Shares, in respect of any Share comprising the Basket and observed separately), any day on which (i) each Exchange and each Related Exchange, if any, are scheduled to be open for trading for their respective regular trading session and (ii) the China Connect Service is scheduled to be open for order-routing for its regular order-routing sessions.

SEHK means, in respect of Shares traded through the China Connect Services, The Stock Exchange of Hong Kong Limited.

Share(s) means, a share of the Company (or the shares of the relevant Company in case of a Basket) whose dividends are used to determine the amount due under the Dividend Linked Warrants.

Tax Residence Jurisdiction means, in respect of a Share or a Depositary Receipt, the Local Jurisdiction or any jurisdiction of tax residence of the issuer and in respect of an Index, the Local Jurisdiction or any jurisdiction of tax residence of any issuer of a component security.

Valuation Date means, in respect of a Share, a Depositary Receipt or an Index, each date specified as such in the applicable Final Terms (or, if such date is not a Scheduled Trading Day for such Share, Depositary Receipt or Index, the next following Scheduled Trading Day), unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of Condition 2 of these Additional Terms and Conditions.

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

2. CONSEQUENCES OF DISRUPTED DAYS

If any Valuation Date or Averaging Date specified in the applicable Final Terms (the **Scheduled Valuation Date** and the **Scheduled Averaging Date** respectively), is a Disrupted Day for a Share, a Depositary Receipt or an Index, the Valuation Date or the Averaging Date for such Share, Depositary Receipt or Index shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day in respect of that Share, Depositary Receipt or Index, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date or the Scheduled Averaging Date is also a Disrupted Day. In that case, that eighth Scheduled Trading Day shall be deemed to be the Valuation Date or Averaging Date, for the Share, Depositary Receipt or Index notwithstanding the fact that such day is a Disrupted Day, PROVIDED THAT, if the Share, Depositary Receipt or Index is included in a Basket, the hereabove provisions shall apply only to the Share, Depositary Receipt or Index affected by the occurrence of a Disrupted Day and the Valuation Date or the Averaging Date for each Share, Depositary Receipt or Index not affected by a Disrupted Day shall be the Scheduled Valuation Date or the Scheduled Averaging Date;

provided however that:

- (a) if a Scheduled Averaging Date is a Disrupted Day, the Averaging Date shall be postponed pursuant to the provisions above to the first succeeding Scheduled Trading Day that is not a Disrupted Day provided it is not also a Scheduled Averaging Date; if on the eighth Scheduled Trading Day following the Scheduled Averaging Date a Scheduled Trading Day that is not a Disrupted Day nor another Scheduled Averaging Date has not occurred, then that eighth Scheduled Trading Day shall be deemed the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is also a Scheduled Averaging Date); and
- (b) notwithstanding the foregoing, a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) shall occur not later than the earlier of (i) the Expiration Date and (ii) the fourth Business Day before the date of any payment to be made under the Warrants on the basis of determinations made on such Valuation Date or Averaging Date; if a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) would fall less than the earlier of (i) the Expiration Date and (ii) the fourth Business Day prior to the date of any payment to be made under the Warrants on the basis of determinations made on such Valuation Date or Averaging Date, then the earlier of (i) the Expiration Date and (ii) that fourth Business Day shall be deemed the Valuation Date or Averaging Date, *provided however that*, in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Swedish Central Securities Depository (Euroclear Sweden AB), the Norwegian Central Securities Depository (Verdipapirsentralen ASA) or the Finnish Central Securities Depository (Euroclear Finland Ltd), all references to the word "fourth" above shall be deemed to be references to the word "twelfth".

3. ADJUSTMENTS AND EXTRAORDINARY EVENTS - MONETISATION UNTIL THE EXPIRATION DATE - HEDGING DISRUPTION, INCREASED COST OF HEDGING, INSOLVENCY FILING AND CONSEQUENCES - CHANGE IN LAW AND CONSEQUENCES

3.1 Adjustments and Events

3.1.1 Potential Adjustment Events relating to Shares or Depositary Receipts

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

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

With respect to a Depositary Receipt, references to **Share** in the definition of **Potential Adjustment Event** above refer to the deposited securities underlying such Depositary Receipt.

3.1.2 Extraordinary Events relating to Shares or Depositary Receipt

Extraordinary Events means, in relation to a Share or a Depositary Receipt, the occurrence of (a) a De-listing Event, (b) a De-merger Event, (c) an Insolvency, (d) a Merger Event or (e) a Nationalization. For the purpose hereof:

- A. **De-listing Event** means, in respect of a Share or a Depositary Receipt, that such Share or Depositary Receipt (or deposited securities related to such Depositary Receipt): (a) ceases to be listed, traded or publicly quoted on the relevant Exchange or listing compartment of the relevant Exchange (for any reason other than a Merger Event or a tender offer) and is not immediately re-

listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or where the Exchange is within the European Union, in any Member State of the European Union) or (b) has its listing, trading or public quotation maintained in inappropriate conditions in the opinion of the Calculation Agent (such conditions to include, without limitation, a lack of liquidity or the disappearance of the relevant futures and/or option contract of the relevant Share) or (c) with respect to a Depositary Receipt, the related deposit agreement is terminated.

- B. **De-merger Event** means, in respect of any Share or Depositary Receipt, that the Company relevant to such Share or Depositary Receipt is affected by a de-merger including, without limitation, a spin off, *scission* or any operation of a similar nature.
- C. **Holding Limit Event** means, assuming the Hypothetical Investor is Société Générale or any of its affiliates, that Société Générale and any of its affiliates, in aggregate hold, an interest in any one restricted Company or issuance of Shares by the Company constituting or likely to constitute (directly or indirectly) ownership, control or the power to vote 25% or more of any class of voting securities, of the issuer of such Share as determined by Société Générale. A “restricted Company or issuance of Shares by the Company” for the purpose of this definition, means those assets subject to internal monitoring by Société Générale for purposes of its compliance with restrictions imposed by the Volcker Rule. As used herein, the “Volcker Rule” means the amendments to the Bank Holding Company Act of 1956 made by Section 619 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, including any requests, regulations, rules, guidelines or directives made by the relevant governmental authority under, or issued by the relevant governmental authority in connection with, such rule.
- D. **Insolvency** means, in respect of a Company, voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of, or any analogous proceeding affecting, such Company, as determined by the Calculation Agent.
- E. **Merger Event** means, in respect of any Share:
- (a) any reclassification or change of such Share (including the change of currency reference of the Share) that results in a transfer of or an irrevocable commitment to transfer all of such Share outstanding to another entity or person;
 - (b) any consolidation, amalgamation, merger or binding share exchange of the relevant Company with or into another entity (other than a consolidation, amalgamation or merger in which such Company is the continuing entity and which does not result in a reclassification or change of all of such Shares outstanding);
 - (c) other take-over offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Shares that results in a transfer of or an irrevocable commitment to transfer all or part of such Shares (other than any of such Shares owned or controlled by the offeror);
 - (c) any consolidation, amalgamation, merger or binding share exchange of the relevant Company or its subsidiaries with or into another entity in which such Company is the continuing entity and which does not result in a reclassification or change of all of such Shares outstanding but results in the outstanding Shares (other than Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Shares immediately following such event; or

- (e) take-over offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10 per cent. and less than 100 per cent. of the outstanding voting shares of the Company, as determined by the Calculation Agent based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

With respect to a Depositary Receipt issued pursuant to a deposit agreement references to **Share** in this definition refer to the deposited securities underlying such Depositary Receipt.

- F. **Nationalization** means that all the Shares, all deposited securities related to such Depositary Receipt or all or substantially all of the assets of a Company are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

3.1.3 Adjustments relating to a Share, a Depositary Receipt or an Index

3.1.3.1 Adjustments in relation to an Index

If an event occurs affecting the Index which in the determination of the Calculation Agent has a material effect on the amounts due under the Warrants, then the Calculation Agent shall either:

- A. adjust any terms of the Warrants, it determines appropriate, in order to take into account the economic effect on the Warrants of such event; or
- B. replace the Index by a new index provided that such index is (a) representative of the same economic or geographic sector (as the case may be), and (b) to the extent possible, representative of shares listed on one or more Exchanges of one or more OECD countries; or
- C. consider such event as an event triggering an early termination of the Warrants and in that case, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible thereafter, (in the case of Cash Settled Warrants) an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (in the case of Physical Delivery Warrants), subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions; or
- D. apply Monetisation until the Expiration Date (as defined in Condition 5.14 of the General Terms and Conditions).

3.1.3.2 Adjustments in relation to a Share or Depositary Receipt

If an Extraordinary Event (as defined in Condition 3.1.2 of these Additional Terms and Conditions) occurs affecting the Share or Depositary Receipts (the **Affected Share** or the **Affected Depositary Receipts**) then the Calculation Agent shall either:

- A. adjust any terms of the Warrants, it determines appropriate, in order to take into account the economic effect on the Warrants of such event; or
- B. replace the Affected Share or the Affected Depositary Receipt by the resulting share or by a new share or Depositary Receipt which related deposited securities were issued by a company of a similar international standing or creditworthiness as the Company related to the Affected Share or the Affected Depositary Receipt; or

- C. consider such event as an event triggering an early termination of the Warrants and in that case, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible thereafter, (in the case of Cash Settled Warrants) an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (in the case of Physical Delivery Warrants), subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions; or
- D. apply Monetisation until the Expiration Date (as defined in Condition 5.14 of the General Terms and Conditions).

If a Potential Adjustment Event (as defined in Condition 3.1.1 of these Additional Terms and Conditions) occurs affecting the Share or Depositary Receipts (the **Affected Share** or the **Affected Depositary Receipts**) the dividend of which is used to determine the amounts due under Warrants indexed on Dividends, then the Calculation Agent will, subject to the provisions of the last paragraph of the definition of "Dividend" in Condition 1 of these Additional Terms and Conditions, adjust any terms of the Warrants, it determines appropriate, in order to take into account the economic effect on the Warrants of such event.

3.1.4 Extraordinary Events relating to Dividends

3.1.4.1 Failure to Publish

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

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

3.1.4.2 Dividend Recovery

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

3.1.5 Corrections

In the event that an Official Index Divisor or number of free floating shares calculated and published by the Index Sponsor (or determined by the Calculation Agent pursuant to the provisions of Condition 3.1.4.1 of these Additional Terms and Conditions) and utilized for any calculation or determination made in respect of the Warrants is subsequently corrected (or, where there has been a Failure to Publish, published by the Index Sponsor) and the correction is published (or, where there has been a Failure to

Publish, publication is made) by the Index Sponsor within five Scheduled Trading Days after the original publication, the Calculation Agent will adjust the Dividend, as required, to take into account such correction, *provided that* such correction or subsequent publication occurs no later than the earlier of (i) the Expiration Date and (ii) four Business Days prior to the Settlement Date (or any payment date(s) determined in the applicable Final Terms), *provided however that*, in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Swedish Central Securities Depository (Euroclear Sweden AB), the Norwegian Central Securities Depository (Verdipapirsentralen ASA) or the Finnish Central Securities Depository (Euroclear Finland Ltd), all references to the word "four" above shall be deemed to be references to the word "twelve".

3.2 Change in Law, Hedging Disruption, Increased Cost of Hedging, Insolvency Filing and consequences - China Connect Share Disqualification, China Connect Service Termination and consequences

Change in Law means in respect of Warrants that have one or more Dividend(s) as Underlying(s) that, on or after the first to occur of (a) the Issue Date and (b) the first Valuation Date of the Warrants (i) due to the adoption of any change in any applicable law or regulation (including without limitation, any law or regulation in respect of tax, solvency or capital requirements) or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal for Société Générale or any of its affiliates to hold, acquire or dispose of Hedge Positions or to maintain the agreement entered into with Société Générale or any of its affiliates by the Issuer of the Warrants, relating to the Underlying of the Warrants (the **Affected Underlying**).

Hedging Disruption means, in respect of Warrants that have one or more Dividend(s) as Underlying(s), that Société Générale or any of its affiliates is unable, after using commercially reasonable efforts, to either: (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk including, but not limited to, the currency risk) of entering into and performing its obligations with respect to the Warrants or the agreement entered into with Société Générale or any of its affiliates by the Issuer of the Warrants; or (b) freely realize, recover, receive, repatriate, remit or transfer the proceeds of Hedge Positions as the case may be between accounts within the jurisdiction of the Hedge Positions (the **Affected Jurisdiction**) or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction.

In addition, for Shares traded through the China Connect Services, the definition of Hedging Disruption is completed by adding:

For the avoidance of doubt, "using commercially reasonable efforts" to hedge the risks with respect to the transaction(s) referred to in Hedging Disruption does not include the use of any quota granted to Société Générale or its Affiliates under the Qualified Foreign Institutional Investor (QFII) or Renminbi Qualified Foreign Institutional Investor (RQFII) schemes.

Increased Cost of Hedging means, in respect of Warrants that have one or more Dividend(s) as Underlying(s), that Société Générale or any of its affiliates would incur a materially increased (as compared with circumstances existing on the date(s) on which Société Générale enters into the Hedge Positions in respect of the Warrants) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk of entering into and

performing its obligations with respect to the Warrants or (b) freely realize, recover or remit the proceeds of its Hedge Positions.

Insolvency Filing means, in respect of Warrants that have one or more Dividend(s) as Underlying(s) that the Company institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organization or the jurisdiction of its head home office, or it consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the Company shall not be deemed an Insolvency Filing.

In case of the occurrence of a Change in Law, a Hedging Disruption or an Increased Cost of Hedging relating to Dividend(s) or of the occurrence of an Insolvency Filing relating to Dividend(s) (the **Affected Underlying**), the Calculation Agent may:

- A. consider such event as an event triggering an early termination of the Warrants (hereafter, an **Early Termination Event**). In that case, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible after the Early Termination Event, (i) in the case of Cash Settled Warrants, an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (ii), in the case of Physical Delivery Warrants, subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions; or
- B. replace the Affected Underlying by a new underlying which is representative of the same economic or geographic sector; or
- C. apply the Monetisation until the Expiration Date (as defined in Condition 5.14 of the General Terms and Conditions);

or, but only in the case of Increased Cost of Hedging;

- D. in the case of Cash Settled Warrants, deduct (a) from the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or the Early Termination Settlement Amount (if any) due under the Warrants, as the case may be, on the payment date of the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount (if any) and (b) in the absence of any Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount in respect of the Warrants, from the Cash Settlement Amount due on the Settlement Date, in each case after the occurrence of the Increased Cost of Hedging, the amount of any new, or any increase of, any tax, duty, expense or fee, that triggered the occurrence of the Increased Cost of Hedging incurred by Societe Generale or any of its affiliates in relation to the Hedge Positions hedging the payment obligations of the Issuer under the Warrants, such amount to be apportioned pro rata amongst the outstanding Warrants (such reduction being the **Reduction Amount** and the result of such deduction being floored at zero); or

- E. in the case of Physical Delivery Warrants, any Physical Delivery Amount, Event-Linked Early Settlement Price, Early Termination Physical Delivery Amount or Early Trigger Level Physical Delivery Amount which is calculated in connection with the Warrants shall be reduced by the Reduction Amount (subject to a floor of zero).

3.3 China Connect Share Disqualification, China Connect Service Termination and consequences

In respect of Shares traded through the China Connect Services, the 2 following paragraphs apply:

China Connect Share Disqualification means, on or after the Issue Date, the Shares cease to be accepted as "China Connect Securities" (as defined in the rules of the exchange of SEHK) for the purpose of the China Connect Service;

China Connect Service Termination means, on or after the Issue Date, the announcement by one or more of the Exchange, SEHK, the CSDCC, HKSCC or any regulatory authority with competent jurisdiction of a suspension or termination of the China Connect Service or a part thereof for any reason which materially affects the routing of orders in respect of, or holding of, the Shares through the China Connect Service and the Calculation Agent determines that there is a reasonable likelihood that such suspension or termination is not, or will not be, temporary, then, upon the occurrence of such events, the Calculation Agent may elect, while China Connect Share Disqualification or China Connect Service Termination is continuing, to terminate the transaction(s), upon at least two Scheduled Trading Days' notice specifying the date of such termination, in which event the Calculation Agent will apply the Early Redemption.

3.4 Consent to Regulatory Disclosure

Without prejudice to the generality of any applicable law, each party ("X") expressly consents to the disclosure by the other party ("Y") or its Affiliates to the relevant authorities in the jurisdiction of the incorporation or organisation of the Issuer (a "Relevant Jurisdiction"), the jurisdiction in which the Exchange is located (the "Local Jurisdiction"), a jurisdiction in which the SEHK is located (a "CCS Jurisdiction") or any jurisdiction of tax residence of the Issuer (a "Tax Residence Jurisdiction"), information relating to the transaction(s), including the name of X in order for Y or any of its Affiliates to comply with laws and regulations of the Relevant Jurisdiction, the Local Jurisdiction, the CCS Jurisdiction or Tax Residence Jurisdiction that are applicable to Y or its Affiliate in connection with their dealings in the relevant Underlying.

ADDITIONAL TERMS AND CONDITIONS FOR ETF LINKED WARRANTS

The provisions of these Additional Terms and Conditions for ETF Linked Warrants apply if the applicable Final Terms specify that the clause "*Type of Warrants*" is stated as being "*ETF Linked Warrants*".

References in these Additional Terms and Conditions for ETF Linked Warrants to a "Condition" or "these Additional Terms and Conditions" shall be construed as a reference to the relevant conditions in these Additional Terms and Conditions for ETF Linked Warrants unless otherwise specified herein.

For the purpose of the Additional Terms and Conditions for ETF Linked Warrants the following terms in Condition 5.14 shall be amended as follows:

- Hedge Positions as used in Condition 5.14 means Hypothetical Hedge Positions;
- Optional Hedge Positions as used in Condition 5.14 means Optional Hypothetical Hedge Positions.

1. DEFINITIONS RELATING TO ETF

1.1 General definitions

Averaging Date means, in respect of a Valuation Date and an ETF, each date specified as such in the applicable Final Terms for the purpose of determining an average (or if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day) unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of Condition 2 of these Additional Terms and Conditions.

Basket means, a basket composed of the ETF (each an Underlying) in the relative proportions or numbers of ETF specified in the applicable Final Terms.

Business Day has the meaning given to it in Condition 3 of the General Terms and Conditions of the Warrants.

Calculation Agent the person or entity specified as such in Condition 10 of the General Terms and Conditions of the Warrants. Whenever a Calculation Agent is required to act or to exercise judgment in any way, it will do so in good faith and in a commercially reasonable manner.

Closing Price means in respect of an ETF,

- (a) if such ETF is traded on the Tokyo Stock Exchange or the Osaka Exchange, Inc., the last traded price of such ETF for the day quoted by the Exchange, provided however, that if there is a closing special quote on such ETF quoted by the Exchange (tokubetsu kehaine), such quote shall be deemed to be the relevant Closing Price;
- (b) if such ETF is traded on the Italian Stock Exchange (Borsa Italiana S.p.A.), the Prezzo di Riferimento, which means the price as published by Borsa Italiana S.p.A. at the close of trading and having the meaning ascribed thereto in the Rules of the markets organised and managed by Borsa Italiana S.p.A., as such Rules may be amended by Borsa Italiana S.p.A. from time to time;
- (c) if such ETF is traded on the Nasdaq, the NASDAQ Official Closing Price (NOCP) as of the relevant Valuation Time on the Valuation Date as reported in the official real-time price dissemination mechanism for the Exchange;

(d) in any other case, the official closing price of such ETF on the relevant Exchange.

Disrupted Day means, in respect of an ETF (or, in the case of a Basket of ETF, in respect of any ETF comprising the Basket and observed separately), any Scheduled Trading Day on which (a) a relevant Exchange or Related Exchange fails to open for trading during its regular trading session or (b) a Market Disruption Event has occurred.

ETF means the exchange traded fund (or the exchange traded funds in case of a Basket) specified as Underlying in the applicable Final Terms, subject to adjustment pursuant to the provisions of Condition 3.1 of these Additional Terms and Conditions.

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

ETF Service Provider means, in respect of any ETF, any person who is appointed to provide services, directly or indirectly, for that ETF, whether or not specified in the ETF Documents, including any fund investment adviser, fund administrator, manager, any person appointed in the role of discretionary investment manager or non-discretionary investment adviser (including a non-discretionary investment adviser to a discretionary manager or another non-discretionary investment adviser) for such ETF (the **ETF Adviser**), trustee or similar person with the primary administrative responsibilities for such ETF, operator, management company, depository, custodian, sub-custodian, prime broker, registrar and transfer agent or domiciliary agent.

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

Exchange(s) means, in respect of an ETF, the corresponding exchange or quotation system specified in the applicable Final Terms, or any successor exchange or quotation system or any substitute exchange or quotation system to which trading in the ETF, has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such ETF, on such temporary substitute exchange or quotation system as on the original Exchange).

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

Expiration Date means, the date specified as such in the Final Terms of the relevant Warrants.

Full Liquidation Date means, in respect of the Settlement Date, the date on which the liquidation proceeds of the Hypothetical Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of such Hypothetical Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hypothetical Investor.

Hypothetical Hedge Positions means any purchase, sale, entry into or maintenance, by a Hypothetical Investor, of one or more (a) positions or contracts in the ETF, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer's obligations under the Warrants linked to or indexed to the relevant ETF due on the Settlement Date apportioned pro rata

to each outstanding Warrant provided that, if the Optional Full Liquidation Date has not occurred on or before the fourth Business Day preceding the Settlement Date, then Hypothetical Hedge Positions will include the Intermediate Hypothetical Hedge Positions and/or the Optional Hypothetical Hedge Positions.

Hypothetical Investor means, with respect to the Hypothetical Hedge Positions, a hypothetical investor in such Hypothetical Hedge Positions (including the ETF Units), located in France (which for the avoidance of doubt may be Société Générale or any of its affiliates), and deemed, in respect of the Hypothetical Hedge Positions constituted by the ETF, to have (a) the benefits and obligations, as provided under the ETF Documents, of an investor holding the ETF; (b) in the case of any deemed redemption of such ETF, to have submitted a Valid Order requesting redemption of the ETF; and (c) in the case of any deemed investment in such ETF, to have submitted a Valid Order requesting subscription of the ETF.

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

Market Disruption Event means, in respect of an ETF, the occurrence or existence of (a) a Trading Disruption, (b) an Exchange Disruption which, in either case, the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time or (c) an Early Closure. For the purpose hereof:

- A. **Trading Disruption** means, in respect of an ETF, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) relating to the ETF on the Exchange or (b) in futures or options contracts relating to the ETF on any relevant Related Exchange;
- B. **Exchange Disruption** means, in respect of an ETF, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for (a) the ETF on the Exchange, or (b) futures or options contracts relating to the ETF on any relevant Related Exchange;
- C. **Early Closure** means, the closure on any Exchange Business Day of (a) the relevant Exchange, or (b) any Related Exchange, prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (x) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (y) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

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

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

Scheduled Trading Day means, in respect of an ETF (or, in the case of a Basket of ETF, in respect of any ETF comprising the Basket and observed separately), any day on which each Exchange and each Related Exchange, if any, are scheduled to be open for trading for their respective regular trading session.

Settlement Date means, the date specified as such in the Final Terms of the relevant Warrants.

Valid Order means, a valid and timely subscription or redemption order sent to the ETF or the ETF Service Provider that generally accepts such order, in accordance with the subscription or redemption notice period and the relevant cut off time as set forth in the ETF Documents.

Valuation Date means, in respect of an ETF, each date specified as such in the applicable Final Terms (or, if such date is not a Scheduled Trading Day for such ETF, the next following Scheduled Trading Day), unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of Condition 2 of these Additional Terms and Conditions.

Valuation Time means, in respect of an ETF, the Scheduled Closing Time provided however that if the Exchange closes prior to its Scheduled Closing Time, the Valuation Time shall be the actual closing time of the Exchange.

2. CONSEQUENCES OF DISRUPTED DAYS

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

- A. that eighth Scheduled Trading Day shall be deemed to be the Valuation Date or Averaging Date, for the ETF, notwithstanding the fact that such day is a Disrupted Day, and
- B. the Calculation Agent shall determine its good faith estimate of the value of the ETF as of the Valuation Time on that eighth Scheduled Trading Day and the good faith estimate of the value of the ETF so calculated shall be deemed the Closing Price, PROVIDED THAT, if the ETF is included in a Basket, the hereabove provisions shall apply only to the ETF affected by the occurrence of a Disrupted Day and the Valuation Date or the Averaging Date for each ETF not affected by a Disrupted Day shall be the Scheduled Valuation Date or the Scheduled Averaging Date;

provided however that,

- (a) if a Scheduled Averaging Date is a Disrupted Day, the Averaging Date shall be postponed pursuant to the provisions above to the first succeeding Scheduled Trading Day that is not a Disrupted Day provided it is not also a Scheduled Averaging Date; if on the eighth Scheduled Trading Day following the Scheduled Averaging Date a Scheduled Trading Day that is not a Disrupted Day nor another Scheduled Averaging Date has not occurred, then that eighth Scheduled Trading Day shall be deemed the Averaging Date (irrespective

of whether that eighth Scheduled Trading Day is also a Scheduled Averaging Date), and the Calculation Agent shall make on that day the determinations described in (B) above, and the good faith estimate of the value of the ETF so calculated shall be deemed the Closing Price; and

- (b) notwithstanding the foregoing, a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) shall occur not later than the earlier of (i) the Expiration Date and (ii) the fourth Business Day before the date of any payment to be made under the Warrants on the basis of determinations made on such Valuation Date or Averaging Date. If a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) would fall later than the earlier of (i) the Expiration Date and (ii) the fourth Business Day prior to the date of any payment to be made under the Warrants on the basis of determinations made on such Valuation Date or Averaging Date, then the earlier of (i) the Expiration Date and (ii) that fourth Business Day shall be deemed the Valuation Date or Averaging Date and the Calculation Agent shall make, on that day the determinations described in (B) above at the latest as of the Valuation Time on the earlier of (i) the Expiration Date and (ii) such fourth Business Day and the good faith estimate of the value of the ETF so calculated shall be deemed the Closing Price, *provided however that*, in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Swedish Central Securities Depository (Euroclear Sweden AB), the Norwegian Central Securities Depository (Verdipapirsentralen ASA) or the Finnish Central Securities Depository (Euroclear Finland Ltd), all references to the word "fourth" above shall be deemed to be references to the word "twelfth".

3. POTENTIAL ADJUSTMENT EVENTS AND CONSEQUENCES - EXTRAORDINARY EVENTS AND CONSEQUENCES

3.1 *Potential Adjustment Events*

In the case of the occurrence at any time on or after the Issue Date of any event affecting an ETF including, without limitation:

- A. a subdivision, consolidation or reclassification of the relevant number of ETF Units, or a free distribution or dividend of any such ETF Units to existing holders by way of bonus, capitalization or similar issue;
- B. a distribution, issue or dividend to existing holders of the relevant ETF Units of (a) an additional quantity of such ETF Units, or (b) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the ETF equally or proportionately with such payments to holders of such ETF Units, or (c) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the ETF as a result of a spin-off or other similar transaction, or (d) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- C. an extraordinary dividend;
- D. a repurchase by the ETF of relevant ETF Units whether the consideration for such repurchase is cash, securities or otherwise, other than in respect of a redemption of ETF Units initiated by an investor in such ETF that is consistent with the ETF Documents; or

- E. any other event that may have a diluting or concentrative effect on the theoretical value of the ETF or quantity of ETF Units;

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

3.2 Extraordinary Events and consequences

Upon the occurrence or likely occurrence, as determined by the Calculation Agent, of any of the following events (each an **Extraordinary Event**) on or after the Issue Date:

- A. **Change in Law** means, that (a) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any law or regulation in respect of tax, solvency or capital requirements), or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including without limitation, any law or regulation in respect of tax, solvency or capital requirements any action taken by a taxing authority), the Calculation Agent determines that (x) it has become illegal for a Hypothetical Investor to hold, acquire or dispose of the Hypothetical Hedge Positions or Optional Hedge Positions (including the relevant ETF Units) or it has become illegal to maintain the agreement entered into by Société Générale or any of its affiliates with the ETF or an ETF Service Provider mentioned in "Breach or Termination of Agreement" in (B) below, or (y) Société Générale or any of its affiliates will incur a materially increased cost in performing its obligations under such Warrants or the agreement entered into by Société Générale or any of its affiliates or the Issuer of the Warrants with the ETF or the ETF Service Provider mentioned in "Breach or Termination of Agreement" in (B) below (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position);
- B. **Breach or Termination of Agreement** means, any failure by the ETF or an ETF Service Provider, as the case may be, to comply with or perform any agreement entered into by the ETF or an ETF Service Provider with Société Générale or any of its affiliates, defining the terms and conditions at which Société Générale or any of its affiliates may make subscriptions and/or redemptions in the ETF Units (as the case may be, different from the subscriptions and redemptions terms then prevailing pursuant to the ETF Documents), including as the case may be the rebates of management fees to be paid to Société Générale or any of its affiliates, the termination of such agreement by the ETF or an ETF Service Provider for reasons beyond the control of Société Générale or any of its affiliates or the failing or ceasing of such agreement to be in full force and effect or the ETF or the ETF Service Provider disaffirms, disclaims, repudiates or rejects in whole or in part or challenges the validity of such agreement;
- C. **Closure of the ETF** means, liquidation, winding up or dissolution of the ETF for any reason other than those mentioned in (F) or (K) below;
- D. **ETF Adviser Event** means, that the Calculation Agent determines that over a period of twelve months, the total value of the assets managed by the ETF Adviser (including the ETF) has decreased by 50 per cent.(either due to redemptions or decrease in value of such assets);
- E. **ETF Hedging Disruption** means, that a Hypothetical Investor is unable or it is impractical for a Hypothetical Investor, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any Hedge Positions or Optional Hedge Positions or (b) realize, recover or remit the proceeds of any such Hypothetical Hedge Positions, in each case whether these events are imposed by the ETF without being envisaged in the ETF

Documents on the Issue Date of the Warrants or are already envisaged by the ETF Documents on the Issue Date of the Warrants and are solely implemented by the ETF after such date;

- F. **ETF Insolvency Event** means, in respect of any ETF, that such ETF (a) is dissolved or has a resolution passed for its dissolution, winding-up, official liquidation (other than pursuant to a consolidation, amalgamation or merger); (b) makes a general assignment or arrangement with or for the benefit of its creditors, (c) (i) institutes or has been instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organization or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (ii) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in clause (i) above and either (x) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (y) is not dismissed, discharged, stayed or restrained in each case within fifteen days of the institution or presentation thereof; (d) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (e) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within fifteen days thereafter; or (f) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (a) through (e) above;
- G. **ETF Modification** means, any change or modification of the related ETF Documents prevailing on the Issue Date of the Warrants, that could reasonably be expected to affect the value of such ETF or the rights or remedies of any holders thereof, as determined by the Calculation Agent;
- H. **ETF Service Provider Event** means: (a) a change, resignation, termination or replacement of any ETF Service Provider; (b) a change of control or indirect control of any ETF Service Provider; (c) any of the ETF Service Provider is subject to an **ETF Service Provider Insolvency Event**, where "ETF Service Provider Insolvency Event" has the same meaning as ETF Insolvency Event described in (F) above, except that ETF is replaced by ETF Service Provider; or (d) in the reasonable opinion of the Calculation Agent, any of the ETF Service Providers is no longer deemed able to carry out its business with the standard of care which was prevailing on the Issue Date or the resignation, termination, replacement, or death of any person deemed to be key in the management of the ETF has occurred;
- I. **Holding Ratio** means, the reduction of the ETF's aggregate net asset value under an amount that, in the reasonable opinion of the Calculation Agent, has, or is likely to have, a significant effect on the management conditions of the ETF and/or its operating expenses or would increase the proportion of the ETF Units held, or likely to be held, by a Hypothetical Investor, or any funds managed by Société Générale or any of its affiliates, to such extent that the full redemption in one single Valid Order of the ETF Units held by a Hypothetical Investor or funds managed by the same, is likely to be impaired;

- J. **Increased Cost of Hedging** means, that a Hypothetical Investor would incur a materially increased (as compared with circumstances existing on the Issue Date of the Warrants) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any Hypothetical Hedge Positions or Optional Hedge Positions or (b) realize, recover or remit the proceeds of any such Hypothetical Hedge Positions or Optional Hedge Positions, provided that, assuming the Hypothetical Investor is Société Générale or any of its affiliates, any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Société Générale or any of its affiliates shall not be deemed an Increased Cost of Hedging;
- K. **Insolvency** means, that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting an ETF, (a) all the ETF Units of that ETF are required to be transferred to a trustee, liquidator or other similar official or (b) holders of the ETF Units of that ETF become legally prohibited from transferring or redeeming them;
- L. **Merger Event** means, the conversion of the ETF Units into another class of fund units or securities, or the split of the ETF, its consolidation or its merger with, or its sale or its conveyance of all or substantially all its assets to, a third party;
- M. **Nationalization** means, that all the ETF Units or all or substantially all the assets of an ETF are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof;
- N. **Regulatory Action** means, with respect to any ETF, (a) cancellation, suspension or revocation of the registration or approval of such ETF by any governmental, legal or regulatory entity with authority over such ETF Units or ETF, (b) any change in the legal, tax, accounting, or regulatory treatments of the relevant ETF or its ETF Service Provider that is reasonably likely to have an adverse impact on the value of such ETF or on any investor therein (as determined by the Calculation Agent), or (c) such ETF or any of its ETF Service Provider becoming subject to any investigation, proceeding or litigation by any relevant governmental, legal or regulatory authority involving the alleged violation of applicable law for any activities relating to or resulting from the operation of such ETF or ETF Service Provider;
- O. **Reporting Disruption** means, in respect of any ETF, any failure of such ETF to deliver, or cause to be delivered, (a) information that such ETF has agreed to deliver, or cause to be delivered to a Hypothetical Investor or (b) information that has been previously delivered to a Hypothetical Investor in accordance with such ETF, or its authorized representative's, normal practice and that the Calculation Agent deems necessary to monitor such ETF's compliance with any investment guidelines, asset allocation methodologies or any other similar policies relating to such ETF;
- P. **Strategy Breach** means: (a) any breach or violation of any strategy or investment guidelines stated in the related ETF Documents, that is reasonably likely to affect the value of the ETF or the rights or remedies of any holders thereof, in each case, as determined by the Calculation Agent or (b) any material modification, as determined by the Calculation Agent, of the risk profile of the ETF from its risk profile prevailing on the Issue Date of the Warrants by reason of, but not limited to, the modification of the proportions, or reduction of diversification, of the type of assets in which the ETF invests or a reduction of the average liquidity of the assets of the ETF;
- Q. **De-listing Event** means, in respect of an ETF, that such ETF: (a) ceases to be listed, traded or publicly quoted on the relevant Exchange or listing compartment of the relevant Exchange (for any

reason other than a Merger Event or a tender offer) and is not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or where the Exchange is within the European Union, in any Member State of the European Union) or (b) has its listing, trading or public quotation maintained in inappropriate conditions in the opinion of the Calculation Agent (such conditions to include, without limitation, a lack of liquidity or the disappearance of the relevant futures and/or option contract of the relevant ETF).

- R. **Holding Limit** means, assuming the Hypothetical Investor is Société Générale or any of its affiliates, that Société Générale and any of its affiliates, in aggregate hold, an interest in any one restricted ETF constituting or likely to constitute (directly or indirectly) ownership, control or the power to vote 25% or more of any class of voting securities, of the ETF as determined by Société Générale. A "restricted ETF" for the purpose of this definition, means those assets subject to internal monitoring by Société Générale for purposes of its compliance with restrictions imposed by the Volcker Rule. As used herein, the "Volcker Rule" means the amendments to the Bank Holding Company Act of 1956 made by Section 619 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, including any requests, regulations, rules, guidelines or directives made by the relevant governmental authority under, or issued by the relevant governmental authority in connection with, such rule.

then the Calculation Agent may:

- V. consider such Extraordinary Event as an event triggering an early termination of the Warrants (hereafter, an **Early Termination Event**). In that case, the Issuer shall terminate its obligations under the Warrants and shall pay or deliver, as the case may be, as soon as possible after the Early Termination Event, (i) in the case of Cash Settled Warrants, an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (ii), in the case of Physical Delivery Warrants, subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions; or
- W. in the case of (M) above only, replace the ETF Units by the kind and number of units or other securities and property receivable on such conversion, split, consolidation, merger, sale or conveyance by a holder of ETF Units prior to such conversion, split, consolidation, merger, sale or conveyance for the purposes of determining the value of the ETF and make any adjustment (if necessary) to the value of such ETF; or
- X. apply any of the following methods:
- (a) **Substitution** and the Calculation Agent shall (i) identify an exchange traded fund (the **Substitute ETF**) having an investment strategy similar to the investment strategy of the ETF affected by the Extraordinary Event (the **Affected ETF**) and (ii) may adjust any relevant terms of the Warrants to preserve the economic equivalent of the obligations of the Issuer under the Warrants.

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

is weighted by an appropriate linking coefficient so that it is equal to the closing price of the Affected ETF on such date "t"; or

- (b) Monetisation to the Expiration Date (as defined in Condition 5.14 of the General Terms and Conditions), or

or, but only in the case of Increased Cost of Hedging

- Y. in the case of Cash Settled Warrants, deduct (a) from the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or the Early Termination Settlement Amount (if any) due under the Warrants, as the case may be, on the payment date of the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount (if any) and (b) in the absence of any Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount in respect of the Warrants, from the Cash Settlement Amount due on the Settlement Date, in each case after the occurrence of the Increased Cost of Hedging, the amount of any new, or any increase of, any tax, duty, expense or fee, that triggered the occurrence of the Increased Cost of Hedging incurred by Societe Generale or any of its affiliates in relation to the Hypothetical Hedge Positions hedging the payment obligations of the Issuer under the Warrants, such amount to be apportioned pro rata amongst the outstanding Warrants (such reduction being the **Reduction Amount** and the result of such deduction being floored at zero); or
- Z. in the case of Physical Delivery Warrants, any Physical Delivery Amount, Event-Linked Early Settlement Price, Early Termination Physical Delivery Amount or Early Trigger Level Physical Delivery Amount which is calculated in connection with the Warrants shall be reduced by the Reduction Amount (subject to a floor of zero).

ADDITIONAL TERMS AND CONDITIONS FOR REFERENCE RATE LINKED WARRANTS

The provisions of these Additional Terms and Conditions for Reference Rate Linked Warrants apply if the applicable Final Terms specify that the clause "*Type of Warrants*" is stated as being "*Reference Rate Linked Warrants*".

References in these Additional Terms and Conditions for Reference Rate Linked Warrants to a "Condition" or "these Additional Terms and Conditions" shall be construed as a reference to the relevant conditions in these Additional Terms and Conditions for Reference Rate Linked Warrants unless otherwise specified herein.

1. DEFINITIONS

Business Day means a "Business Day" as defined in Condition 3 of the General Terms and Conditions of the Warrants, or as specified as such in the applicable Final Terms.

Calculation Agent means the person or entity specified as such in Condition 10 of the General Terms and Conditions of the Warrants. Whenever a Calculation Agent is required to act or to exercise judgment in any way, it will do so in good faith and in a commercially reasonable manner.

Hedge Positions means any purchase, sale, entry into or maintenance, by Société Générale or any of its affiliate, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) any cash deposits or cash borrowing and/or (d) other instruments, arrangements, assets or liabilities howsoever described in order to hedge, individually or on a portfolio basis, the part of Société Générale or any of its affiliates' obligation under the Warrants or any agreement entered into with Société Générale or any of its affiliates by the Issuer in relation to the Warrants.

Reference Rate(s) means, the rate(s) specified in the applicable Final Terms as being the Underlying(s).

Reference Rate Business Day means, a "Business Day" as defined in Condition 3 of the General Terms and Conditions, or as specified as such in the applicable Final Terms.

Reference Rate Fixing means, in respect of a Reference Rate, the fixing of such Reference Rate published on the Valuation Date on the Relevant Screen Page at the Specified Time.

Relevant Screen Page means, for each Reference Rate, the page specified as such in the applicable Final Terms.

Specified Time means, for each Relevant Screen Page, the time (and associated financial centre) specified as such in the applicable Final Terms.

Valuation Date means, in respect of a Reference Rate, each date specified as such in the applicable Final Terms (which can be a calendar day or a Reference Rate Business Day).

2. SCREEN RATE DETERMINATION AND FALLBACK PROVISIONS

2.1 Generic fallback provisions

In respect of a Valuation Date or any other date or period the Reference Rate will, subject as provided below, be either:

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

(expressed as a percentage rate per annum), for the Reference Rate(s) which appears or appear, as the case may be, on the relevant screen page (the **Relevant Screen Page**) as at the specified time (the **Specified Time**) (which will be 11:00 a.m., London time, in the case of a LIBOR rate, or 11:00 a.m., Brussels time, in the case of an EURIBOR rate) on the relevant Valuation Date or such other relevant date (for these purposes, the **Reference Rate Determination Date**), as specified in the applicable Final Terms, in question plus or minus (as indicated in the applicable Final Terms) the margin (if any), all as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

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

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

Reference Banks have the meaning given to it, for each Reference Rate, in the 2006 ISDA Definitions as amended and updated as at the Issue Date of the first Tranche of the Warrants of the relevant Issue. For instance, in case of a LIBOR rate, the Reference Banks will be the principal London office of four major banks in the London inter-bank market, in case of a EURIBOR rate, the Reference Banks will be the principal Euro-zone office of four major banks in the Euro-zone inter-bank market.

2.2 Specific fallback provisions

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

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

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

Change in Law means in respect of Warrants having one or more Reference Rate(s) as Underlying(s) that, on or after the first occurrence of (a) the Issue Date and (b) the first Valuation Date of the Warrants (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any law or regulation in respect of tax, solvency or capital requirement), or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith it has become illegal for Société Générale or any of its affiliates to hold, acquire or dispose of Hedge Positions or to maintain the agreement entered into with Société Générale and/or any of its affiliates by the Issuer of the Warrants, relating to the Underlying of the Warrants.

Hedging Disruption means, in respect of Warrants that have one or more Reference Rate(s) as Underlying(s), that Société Générale or any of its affiliates is unable, after using commercially reasonable efforts, to either (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or options contract(s) it deems necessary to hedge the market risk (or any other relevant price risk, including but not limited to the currency risk) of entering into and performing its obligations with respect to the Warrants or the agreement entered into with Société Générale or any of its affiliates by the Issuer of the Warrants, or (b) freely realise, recover, remit, receive, repatriate or transfer the proceeds of Hedge Positions as the case may be between accounts within the jurisdiction of the Hedge Positions (the **Affected Jurisdiction**) or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction.

Increased Cost of Hedging means, in respect of Warrants that have one or more Reference Rate(s) as Underlying(s), that Société Générale or any of its affiliates would incur a materially increased (as compared with circumstances existing on the date(s) on which Société Générale or any of its affiliates enters into the Hedge Positions in respect of the Warrants) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the market risk (including, without limitation, price risk, foreign exchange risk and interest rate risk) and perform its obligations with respect to the Warrants or any agreement entered into with Société Générale or any of its affiliates by the Issuer in relation to the Warrants, or (b) freely realise, recover or remit the proceeds of its Hedge Positions.

In case of the occurrence of a Change in Law, a Hedging Disruption or an Increased Cost of Hedging relating to a Reference Rate (the **Affected Underlying**), the Calculation Agent may:

- A. either consider such event as an event triggering an early termination of the Warrants (hereafter, an **Early Termination Event**). In that case, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible after the Early Termination Event, (in the case of Cash Settled Warrants) an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (in the case of Physical Delivery Warrants), subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions; or
- B. determine an appropriate alternative rate to replace the Reference Rate for the purposes of the Warrants and adjust any relevant terms of the Warrants;
- C. apply the Monetisation until the Expiration Date (as defined in Condition 5.14 of the General Terms and Conditions)

or, only in the case of Increased Cost of Hedging;

- D. in the case of Cash Settled Warrants, deduct (a) from the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or the Early Termination Settlement Amount (if any) due under the Warrants, as the case may be, on the payment date of the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount (if any) and (b) in the absence of any Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount in respect of the Warrants, from the Cash Settlement Amount due on the Settlement Date, in each case after the occurrence of the Increased Cost of Hedging, the amount of any new, or any increase of, any tax, duty, expense or fee, that triggered the occurrence of the Increased Cost of Hedging incurred by Societe Generale or any of its affiliates in relation to the Hedge Positions hedging the payment obligations of the Issuer under the Warrants, such amount to be apportioned pro rata amongst the outstanding Warrants (such reduction being the **Reduction Amount** and the result of such deduction being floored at zero); or
- E. in the case of Physical Delivery Warrants, any Physical Delivery Amount, Event-Linked Early Settlement Price, Early Termination Physical Delivery Amount or Early Trigger Level Physical Delivery Amount which is calculated in connection with the Warrants shall be reduced by the Reduction Amount (subject to a floor of zero).

ADDITIONAL TERMS AND CONDITIONS FOR FOREIGN EXCHANGE RATE LINKED WARRANTS

The provisions of these Additional Terms and Conditions for Foreign Exchange Rate Linked Warrants apply if the applicable Final Terms specify that the clause "*Type of Warrants*" is stated as being "*Foreign Exchange Rate Linked Warrants*".

References in these Additional Terms and Conditions for Foreign Exchange Rate Linked Warrants to a "Condition" or "these Additional Terms and Conditions" shall be construed as a reference to the relevant conditions in these Additional Terms and Conditions for Foreign Exchange Rate Linked Warrants unless otherwise specified herein.

1. DEFINITIONS

Averaging Date means, the dates specified as such in the applicable Final Terms or, if any such day is not a Scheduled Trading Day, the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Condition 2 of these Additional Terms and Conditions shall apply.

Calculation Agent means the person or entity specified as such in Condition 10 of the General Terms and Conditions of the Warrants. Whenever a Calculation Agent is required to act or to exercise judgment in any way, it will do so in good faith and in a commercially reasonable manner.

Closing Price means, in respect of a Foreign Exchange Rate, the fixing of such Foreign Exchange Rate published by the Price Source (or the Substitute Price Source if (a) the Price Source (or any page that may be substituted for it) is not available or (b) the fixing of such Foreign Exchange Rate is not available on the Price Source) at the Valuation Time on the relevant Valuation Date.

Disrupted Day means, any Scheduled Trading Day on which a Disruption Event has occurred.

Disruption Events means, in respect of a Foreign Exchange Rate, the occurrence or existence of (a) a Price Source Disruption, (b) an Illiquidity Disruption, (c) a Dual Exchange Rate or (d) any other event that, in the opinion of the Calculation Agent, is analogous to (a), (b) or (c). For the purpose hereof:

- A. **Price Source Disruption** means, that it becomes impossible to obtain the rate or rates from which the Closing Price and/or the Intraday Price are calculated.
- B. **Illiquidity Disruption** means the occurrence of any event in respect of any Foreign Exchange Rate whereby it becomes impossible for the Calculation Agent to obtain a firm quote for such currency in an amount deemed necessary by the Calculation Agent to hedge its obligations under the Warrants (in one or more transaction(s)) on the relevant Averaging Date or any Valuation Date.
- C. **Dual Exchange Rate** means that the Foreign Exchange Rate splits into dual or multiple foreign exchange rates.

Hedge Positions means any purchase, sale, entry into or maintenance, by Société Générale or any of its affiliate, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) any cash deposits or cash borrowing and/or (d) other instruments, arrangements, assets or liabilities howsoever described in order to hedge, individually or on a portfolio basis, the part of Société Générale or any of its affiliates' obligation under the Warrants or any agreement entered into with Société Générale or any of its affiliates by the Issuer in relation to the Warrants.

Foreign Exchange Rate means, any exchange rate expressed as X/Y (X and Y are currencies) and specified as Underlying in the applicable Final Terms. For the avoidance of doubt, an exchange rate expressed as X/Y means the number of units (or part units) of Y for which one unit of X can be exchanged.

FX Closing Time means, the time specified as such in the applicable Final Terms.

FX Opening Time means, the time specified as such in the applicable Final Terms.

Hedge Positions means, any purchase, sale, entry into or maintenance, by Société Générale or any of its affiliates, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) any cash deposits or cash borrowing and/or (d) other instruments, arrangements, assets or liabilities howsoever described in order to hedge, individually or on a portfolio basis, part or all of Société Générale or any of its affiliates' obligations under the Warrants.

Intraday Price means, in respect of a Foreign Exchange Rate, any time between the FX Opening Time and the FX Closing Time on a Valuation Date, the level of such Foreign Exchange Rate published by the Intraday Price Source (or the Substitute Intraday Price Source if the Intraday Price Source (or any page that may be substituted for it) is not available) at a specific time on the relevant Valuation Date.

Intraday Price Source means, the published source, information vendor or provider as specified in the applicable Final Terms containing or reporting the rate or rates from which the Intraday Price is calculated.

Price Source means, the published source, information vendor or provider as specified in the applicable Final Terms containing or reporting the rate or rates from which the Closing Price is calculated.

Substitute Intraday Price Source means, the substitute published source, information vendor or provider as specified in the applicable Final Terms (if any) containing or reporting the rate or rates from which the Intraday Price is calculated.

Scheduled Trading Day means, a day on which commercial banks are open (or, but for the occurrence of a Disruption Event would have been open) for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in the principal financial centres of the Foreign Exchange Rate.

Substitute Price Source means, the substitute published source, information vendor or provider as specified in the applicable Final Terms (if any) containing or reporting the rate or rates from which the Closing Price is calculated.

Valuation Date means, each date specified as such in the applicable Final Terms or, if such day is not a Scheduled Trading Day, the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Condition 2 of these Additional Terms and Conditions shall apply.

In case more than one Foreign Exchange Rate need to be determined for a Warrant on a date specified as a Valuation Date in the applicable Final Terms and such date is a Scheduled Trading Day for one or more of these Foreign Exchange Rates and not a Scheduled Trading Day for one or more of the other Foreign Exchange Rates:

- (a) Such date shall be the Valuation Date for the Foreign Exchange Rates for which this date is a Scheduled Trading Day.
- (b) The Valuation Date for the Foreign Exchange Rates for which such date is not a Scheduled Trading Day shall be the immediately succeeding Scheduled Trading Day for each of these Foreign Exchange Rates unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Condition 2 below shall apply.

In case a Foreign Exchange Rate X/Y is described in the applicable Final Terms as the combination of two other Foreign Exchange Rates ($X/Y = X/Z$ multiplied by Z/Y , with X/Z and Z/Y the **Intermediate Foreign Exchange Rates**) and a day specified as a Valuation Date in the applicable Final Terms is a Scheduled Trading Day for one of the Intermediate Foreign Exchange Rates and not for the other, the Valuation Date for both Intermediate Foreign Exchange Rates (but only for the purpose of determining the Foreign Exchange Rate that is the combination of these two Intermediary Foreign Exchange Rates) shall be the first succeeding day that is a Scheduled Trading Day for both Intermediary Foreign Exchange Rates unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Condition 2 below shall apply.

Valuation Time means, the time at which the Price Source publishes the relevant rate or rates from which the Closing Price is calculated, as specified in the applicable Final Terms.

2. CONSEQUENCES OF A DISRUPTION EVENT

If any Valuation Date or Averaging Date specified in the applicable Final Terms (the **Scheduled Valuation Date** and the **Scheduled Averaging Date** respectively), is a Disrupted Day for a Foreign Exchange Rate, the Calculation Agent shall:

- (a) determine to apply any of the following methods:
 - (x) determine that the Valuation Date or Averaging Date for such Foreign Exchange Rate shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day in respect of such Foreign Exchange Rate, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date or Scheduled Averaging Date is also a Disrupted Day. In that case, that eighth Scheduled Trading Day shall be deemed to be the Valuation Date or Averaging Date for the Foreign Exchange Rate notwithstanding the fact that such day is a Disrupted Day, and the Calculation Agent shall determine, its good faith estimate of the fixing of the Foreign Exchange Rate as of the Valuation Time on that eighth Scheduled Trading Day and the good faith estimate of the fixing of the Foreign Exchange Rate so calculated shall be deemed the Closing Price, PROVIDED HOWEVER THAT, if a Scheduled Averaging Date is a Disrupted Day, the Averaging Date shall be postponed pursuant to the provisions above to the first succeeding Scheduled Trading Day that is not a Disrupted Day provided it is not also a Scheduled Averaging Date; if on the eighth Scheduled Trading Day following the Scheduled Averaging Date a Scheduled Trading Day that is not a Disrupted Day nor another Scheduled Averaging Date has not occurred, then that eighth Scheduled Trading Day shall be deemed the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is also a Scheduled Averaging Date), and the Calculation Agent shall make on that day the determinations described in (x) above, and the good faith estimate of the fixing of the Foreign Exchange Rate so calculated shall be deemed the Closing Price; or
 - (y) consider such event as an event triggering an early termination of the Warrants (hereafter, an **Early Termination Event**). In that case, the Issuer shall terminate its obligations under the

Warrants and pay or deliver, as the case may be, as soon as possible after the Early Termination Event, (i) in the case of Cash Settled Warrants, an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (ii), in the case of Physical Delivery Warrants, subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions; or

(z) apply the Monetisation until the Expiration Date (as defined in Condition 5.14 of the General Terms and Conditions); and/or

(b) postpone any payment date related to such Averaging Date or Valuation Date (including, if applicable, the Settlement Date) until the earlier of (i) the Expiration Date and (ii) the fourth Business Day following the date on which a Disruption Event is no longer subsisting. No interest or other amount shall be paid by the Issuer in respect of such postponement, *provided however that*, in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Swedish Central Securities Depository (Euroclear Sweden AB), the Norwegian Central Securities Depository (Verdipapirsentralen ASA) or the Finnish Central Securities Depository (Euroclear Finland Ltd), all references to the word "fourth" above shall be deemed to be references to the word "twelfth".

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

Change in Law means, in respect of Warrants that have one or more Foreign Exchange Rate(s) as Underlying(s), that on or after the first to occur of (a) the Issue Date and (b) the first Valuation Date of the Warrants (i) due to the adoption of any change in any applicable law or regulation (including without limitation, any law or regulation in respect of tax, solvency or capital requirements) or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines that it has become illegal for Société Générale and/or any of its affiliates to hold, acquire or dispose of Hedge Positions or to maintain the agreement entered into with Société Générale or any of its affiliates by the Issuer of the Warrants, relating to the Underlying of the Warrants.

Hedging Disruption means, in respect of Warrants that have one or more Foreign Exchange Rate(s) as Underlying(s), that Société Générale or any of its affiliates is unable, after using commercially reasonable efforts, to either (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or options contract(s) it deems necessary to hedge the market risk (or any relevant price risk including but not limited to the currency risk) of entering into and performing its obligations with respect to the Warrants or the agreement entered into with Société Générale or any of its affiliates by the Issuer of the Warrants, or (b) freely realise, recover, remit, receive, repatriate or transfer the proceeds of Hedge Positions as the case may be between accounts within the jurisdiction of the Hedge Positions (the **Affected Jurisdiction**) or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction.

Increased Cost of Hedging means, in respect of Warrants that have one or more Foreign Exchange Rate(s) as Underlying(s), that Société Générale or any of its affiliates would incur a materially increased (as compared with circumstances existing on the date(s) on which Société Générale or any of its affiliates enters into the Hedge Positions in respect of the Warrants) amount of tax, duty, expense or fee

(other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the risk relating to the market value of the securities and the performance of its obligations with respect to the Warrants or any agreement entered into with Société Générale or any of its affiliates by the Issuer in relation to the Warrants, or (b) freely realise, recover or remit the proceeds of its Hedge Positions.

In case of the occurrence of a Change in Law, a Hedging Disruption or an Increased Cost of Hedging relating to a Foreign Exchange Rate (the **Affected Underlying**), the Calculation Agent may:

- A. either consider such event as an event triggering an early termination of the Warrants (hereafter, an **Early Termination Event**). In that case, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible after the Early Termination Event, (i) in the case of Cash Settled Warrants, an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (ii), in the case of Physical Delivery Warrants, subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions; or
- B. determine an appropriate alternative exchange rate to replace the Foreign Exchange Rate for the purposes of the Warrants and adjust any relevant terms of the Warrants; or
- C. apply the Monetisation until the Expiration Date (as defined in Condition 5.14 of the General Terms and Conditions);

or, but only in the case of Increased Cost of Hedging (and provided that the Warrants are not listed on the Italian Stock Exchange (Borsa Italiana S.p.A.))

- D. in the case of Cash Settled Warrants, deduct (a) from the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or the Early Termination Settlement Amount (if any) due under the Warrants, as the case may be, on the payment date of the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount (if any) and (b) in the absence of any Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount in respect of the Warrants, from the Cash Settlement Amount due on the Settlement Date, in each case after the occurrence of the Increased Cost of Hedging, the amount of any new, or any increase of, any tax, duty, expense or fee, that triggered the occurrence of the Increased Cost of Hedging incurred by Societe Generale or any of its affiliates in relation to the Hedge Positions hedging the payment obligations of the Issuer under the Warrants, such amount to be apportioned pro rata amongst the outstanding Warrants (such reduction being the **Reduction Amount** and the result of such deduction being floored at zero); or
- E. in the case of Physical Delivery Warrants, any Physical Delivery Amount, Event-Linked Early Settlement Price, Early Termination Physical Delivery Amount or Early Trigger Level Physical Delivery Amount which is calculated in connection with the Warrants shall be reduced by the Reduction Amount (subject to a floor of zero).

ADDITIONAL TERMS AND CONDITIONS FOR COMMODITY LINKED WARRANTS

The provisions of these Additional Terms and Conditions for Commodity Linked Warrants apply if the applicable Final Terms specify that the clause "*Type of Warrants*" is stated as being "*Commodity Linked Warrants*".

References in these Additional Terms and Conditions for Commodity Linked Warrants to a "Condition" or "these Additional Terms and Conditions" shall be construed as a reference to the relevant conditions in these Additional Terms and Conditions for Commodity Linked Warrants unless otherwise specified herein.

1. DEFINITIONS

1.1. Commodity Reference Prices

Commodity Reference Price means, unless otherwise specified in the applicable Final Terms, any of (a) the prices specified for the relevant Commodity below, (b) the Closing Price for the relevant Commodity Index specified in the applicable Final Terms:

AL for a date means the settlement price per tonne of high grade primary aluminium at the end of the second morning ring on the LME for cash delivery (unless otherwise provided for in the applicable Final Terms), stated in USD, as determined and made public by the LME for that date (available on the page "LOAHDY Comdty" of the Bloomberg terminal and on page "RING=" of the Reuters Monitor Money Rates Service, or any relevant succeeding page).

AL3 for a date means the official price per tonne of 3 month forward high grade primary aluminium on the LME (unless otherwise provided for in the applicable Final Terms), stated in USD, as determined and made public by the LME for that date (available on the page "LOAHDS03 Comdty" of the Bloomberg terminal and on page "MAL3" of the Reuters Monitor Money Rates Service, or any relevant succeeding page).

BL for a date means the settlement price per barrel of the Brent blend crude oil on the ICE of the First Nearby Month Futures Contract subject to Roll Adjustment 1 (unless otherwise provided for in the applicable Final Terms), stated in USD, as determined and made public by the ICE for that date (available on the page "CO1 Comdty" for a First Nearby Month Futures Contract and on page "CO2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal and on page "SETT" of the Reuters Monitor Money Rates Service, or any relevant succeeding page).

CC for a date means the settlement price per metric tonne of Cocoa Bean on the ICE of the First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms), stated in USD, as determined and made public by the ICE for that date (available on page "CC1 Comdty" for a First Nearby Month Futures Contract and "CC2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal and on page "CCc1" for a First Nearby Month Futures Contract and "CCc2" for a Second Nearby Month Futures Contract of the Reuters Monitor Money Rates Service, or any relevant succeeding page).

CL for a date means the settlement price per barrel of the West Texas Intermediate light sweet crude oil on the NYMEX of the First Nearby Month Futures Contract (unless otherwise provided for in the applicable Final Terms) stated in USD, as determined and made public by the NYMEX for that date (available on page "CL1 Comdty" of the Bloomberg terminal and on page "SETT" of the Reuters Monitor Money Rates Service, or any relevant succeeding page).

CO for a date means the settlement price per bushel of No.2 Yellow Corn on the CBOT of the First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms),

stated in U.S cents, as determined and made public by the CBOT for that date (available on page "C1 Comdty" for a First Nearby Month Futures Contract and "C2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal and on page "Cc1" for a First Nearby Month Futures Contract and "Cc2" for a Second Nearby Month Futures Contract of the Reuters Monitor Money Rates Service, or any relevant succeeding page).

CT for a date means the settlement price per pound of Cotton No.2 on the ICE of First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms), stated in U.S cents, as determined and made public by the ICE for that date (available on page "CT1 Comdty" for a First Nearby Month Futures Contract and "CT2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal and on page "CTc1" for a First Nearby Month Futures Contract and "CTc2" for a Second Nearby Month Futures Contract of the Reuters Monitor Money Rates Service, or any relevant succeeding page).

CU for a date means the settlement price per tonne of copper Grade A at the end of the second morning ring on the LME for cash delivery (unless otherwise provided for in the applicable Final Terms), stated in USD, as determined and made public by the LME for that date (available on page "LOCADY Comdty" of the Bloomberg terminal and on page "RING=" of the Reuters Monitor Money Rates Service, or any relevant succeeding page).

CU3 for a date means the official price per tonne of 3 month forward copper Grade A on the LME (unless otherwise provided for in the applicable Final Terms), stated in USD, as determined and made public by the LME for that date (available on page "LOCADS03 Comdty" of the Bloomberg terminal and on page "MCU3" of the Reuters Monitor Money Rates Service, or any relevant succeeding page).

DA for a date means the settlement price per 100 pounds of Class III Milk on the CME of the First Nearby Month Futures Contract subject to Roll Adjustment 1 (unless otherwise provided for in the applicable Final Terms), stated in USD, as determined and made public by the CME for that date (available on page "DA1 Comdty" for a First Nearby Month Futures Contract and "DA 2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal and on page "DAc1" for a First Nearby Month Futures Contract and "DAc2" for a Second Nearby Month Futures Contract of the Reuters Monitor Money Rates Service, or any relevant succeeding page).

EU2 for a date means the settlement price per emissions allowance (each such allowance being an entitlement to emit one tonne of carbon dioxide equivalent gas) on the ICE of the ICE ECX CFI December (unless otherwise provided for in the applicable Final Terms), stated in EUR, as determined and made public by the ICE for that date (available on page "EMIT" of the Bloomberg terminal and on page "0#CFI:" of the Reuters Monitor Money Rates Service, or any relevant succeeding page). **FC** for a date means the settlement price per pound of Feeder Cattle on the CME of the First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms), stated in U.S. cents, as determined and made public by the CME for that date (available on page "FC1 Comdty" for a First Nearby Month Futures Contract and "FC2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal and on page "FCc1" for a First Nearby Month Futures Contract and "FCc2" for a Second Nearby Month Futures Contract of the Reuters Monitor Money Rates Service, or any relevant succeeding page).

FN for a date means the settlement price per Therm of the UK natural gas on the ICE of the First Nearby Month Futures Contract (unless otherwise provided for in the applicable Final Terms) stated in GBP cents, as determined and made public by ICE for that date (available on page "FN1 Comdty" of the Bloomberg terminal and on page "NGLNc1" of the Reuters Monitor Money Rates Service, or any relevant succeeding page).

GI for a date means the settlement price per MWh of the phelix baseload electricity index (Germany/Austria) on the EEX of the Second Nearby Month Contract (unless otherwise provided for in the applicable Final Terms) stated in EUR, as determined and made public by the EEX for that date (available on page "GI2 Comdty" of the

Bloomberg terminal and on page "F1BMc1" of the Reuters Monitor Money Rates Service, or any relevant succeeding page).

GL for a date means the settlement price per metric ton of the gas oil on the ICE of the First Nearby Month Futures Contract (denominated ICE Gas Oil Futures Contract beyond the January 2015 contract month, and renamed ICE Gas Oil Low Sulphur Futures Contract with changes in its specification for February 2015 and later contract month) subject to Roll Adjustment 1 (unless otherwise provided for in the applicable Final Terms), stated in USD, as determined and made public by the ICE for that date (available on page "QS1 Comdty" for a First Nearby Month Futures Contract and "QS2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal and on page "SETT" of the Reuters Monitor Money Rates Service, or any relevant succeeding page).

GOA for a date, means that day's morning (unless otherwise provided for in the applicable Final Terms) London Gold price per troy ounce of Gold for delivery in London through a member of the LBMA authorized to effect such delivery, stated in USD, as calculated and administered by independent service provider(s) pursuant to an agreement with the LBMA and published by the LBMA on its website at www.lbma.org.uk that displays prices effective on that date (available on the page "GOLDLNAM index" of the Bloomberg terminal and on page "XAUFIXAM=" of the Reuters Monitor Money Rates Service, or any relevant succeeding page, or any replacement page or website such as recommended by the LBMA).

GO for a date, means that day's afternoon (unless otherwise provided for in the applicable Final Terms) London Gold price per troy ounce of Gold for delivery in London through a member of the LBMA authorized to effect such delivery, stated in USD, as calculated and administered by independent service provider(s) pursuant to an agreement with the LBMA and published by the LBMA on its website at www.lbma.org.uk that displays prices effective on that date (available on the page "GOLDLNPM index" of the Bloomberg terminal and on page "XAUFIXPM=" of the Reuters Monitor Money Rates Service, or any relevant succeeding page, or any replacement page or web site such as recommended by the LBMA).

GOC for a date, means the settlement price per troy ounce of Gold on the COMEX of the Selected Futures Contract (unless otherwise provided for in the applicable Final Terms), stated in USD, as determined and made public by the COMEX for that date (available on page "GC1 Comdty" of the Bloomberg terminal and on page "O#GC:" of the Reuters Monitor Money Rates Service, or any relevant succeeding page); provided that:

(i) **Selected Futures Contract** means, for such date, the next expiring Futures Contract among February, April, June, August and December Futures Contract; and

(ii) if such date falls on or after the first notice date of any of Selected Futures Contract, the relevant Futures Contract for such date will be the second next to expire Futures Contract among February, April, June, August and December Futures Contract.

HO for a date means the settlement price per US Gallon of the New York Harbor ULSD ("Ultra Low Sulfur Diesel (ULSD)") on the NYMEX of the First Nearby Month Futures Contract (unless otherwise provided for in the applicable Final Terms), stated in U.S. cents, as determined and made public by the NYMEX for that date (available on page "HO1 Comdty" of the Bloomberg terminal and on page "SETT" of the Reuters Monitor Money Rates Service, or any relevant succeeding page).

KC for a date means the settlement price per pound of Arabica Coffee on the ICE of the First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms), stated in U.S cents, as determined and made public by the ICE for that date (available on page "KC1 Comdty" for a First Nearby Month Futures Contract and "KC2 Comdty" for a Second Nearby Month Futures Contract of the

Bloomberg terminal and on page "KCc1" for a First Nearby Month Futures Contract and "KCc2" for a Second Nearby Month Futures Contract of the Reuters Monitor Money Rates Service, or any relevant succeeding page).

KW for a date means the settlement price per bushel of Hard Red Winter Wheat on the KBOT of First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms), stated in U.S cents, as determined and made public by the KBOT for that date (available on page "KW1 Comdty" for a First Nearby Month Futures Contract and "KW2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal and on "KWc1" for a First Nearby Month Futures Contract and "KWc2" for a Second Nearby Month Futures Contract page of the Reuters Monitor Money Rates Service, or any relevant succeeding page).

LC for a date means the settlement price per pound of Live Cattle on the CME of the First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms), stated in U.S. cents, as determined and made public by the CME for that date (available on page "LC1 Comdty" for a First Nearby Month Futures Contract and "LC2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal and on page "LCc1" for a First Nearby Month Futures Contract and "LCc2" for a Second Nearby Month Futures Contract of the Reuters Monitor Money Rates Service, or any relevant succeeding page).

LH for a date means the settlement price per pound of Lean Hogs on the CME of the First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms), stated in U.S. cents, as determined and made public by the CME for that date (available on page "LH1 Comdty" for a First Nearby Month Futures Contract and "LH2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal and on page "LHc1" for a First Nearby Month Futures Contract and "LHc2" for a Second Nearby Month Futures Contract of the Reuters Monitor Money Rates Service, or any relevant succeeding page).

MCU for a date means the price per ton of copper Grade A on the LME of the First Nearby Month Futures Contract, subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms), stated in USD, as determined and made public by the LME for that date (available on page "MCU/CLS1" of the Reuters Monitor Money Rates Service, or any relevant succeeding page, and on the relevant page of the Bloomberg terminal).

NG for a date means the settlement price per MMBTU of natural gas on the NYMEX of the Henry Hub Natural Gas of the First Nearby Month Futures Contract (unless otherwise provided for in the applicable Final Terms), stated in USD, as determined and made public by the NYMEX for that date (available on page "NG1 Comdty" of the Bloomberg terminal and on page "SETNGS" of the Reuters Monitor Money Rates Service, or any relevant succeeding page).

NI for a date means the settlement price per tonne of Primary Nickel at the end of the second morning ring on the LME for cash delivery (unless otherwise provided for in the applicable Final Terms), stated in USD, as determined and made public by the LME for that date (available on page "LONIDY Comdty" of the Bloomberg terminal and on page "RING=" of the Reuters Monitor Money Rates Service, or any relevant succeeding page).

NI3 for a date means the official price per tonne of 3 month forward Primary Nickel on the LME (unless otherwise provided for in the applicable Final Terms), stated in USD, as determined and made public by the LME for that date (available on page "LONIDS03 Comdty" of the Bloomberg terminal and on page "MNI3" of the Reuters Monitor Money Rates Service, or any relevant succeeding page).

OJ for a date means the settlement price per pound of Frozen Concentrated Orange Juice on the ICE of the First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms), stated in U.S cents, as determined and made public by the ICE for that date (available on page "JO1 Comdty" for a First Nearby Month Futures Contract and "JO2 Comdty" for a Second Nearby Month Futures

Contract of the Bloomberg terminal and on page "OJc1" for a First Nearby Month Futures Contract and "OJc2" for a Second Nearby Month Futures Contract of the Reuters Monitor Money Rates Service, or any relevant succeeding page).

PB for a date means the settlement price per tonne of the Standard Lead at the end of the second morning ring on the LME for cash delivery (unless otherwise provided for in the applicable Final Terms), stated in USD, as determined and made public by the LME for that date (available on page "LOPBDY Comdty" of the Bloomberg terminal and on page "RING=" of the Reuters Monitor Money Rates Service, or any relevant succeeding page).

PB3 for a date means the official price per tonne of 3 month forward Standard Lead on the LME (unless otherwise provided for in the applicable Final Terms), stated in USD, as determined and made public by the LME for that date (available on page "LOPBDS03 Comdty" of the Bloomberg terminal and on page "MPB3" of the Reuters Monitor Money Rates Service, or any relevant succeeding page).

PDA for a date means that day's morning (unless otherwise provided for in the applicable Final Terms) London Palladium Price (which may also be referred to as the LBMA Palladium Price) per troy ounce gross of Palladium for delivery in London through a member of the LPPM authorized to effect such delivery, stated in USD, as calculated and administered by the LME, and published by the LME on its website at www.lme.com that displays prices effective on that date (available on page "PLDMLNAM Index" of the Bloomberg terminal and on page "XPDFIX=" of the Reuters Monitor Money Rates Service, or any relevant succeeding page, or any replacement page or website such as recommended by the LME).

PD for a date means that day's afternoon (unless otherwise provided for in the applicable Final Terms) London Palladium Price (which may also be referred to as the LBMA Palladium Price) per troy ounce gross of Palladium for delivery in London through a member of the LPPM authorized to effect such delivery, stated in USD, as calculated and administered by the LME or its successor, and published for that date by the LME on its website at www.lme.com that displays prices effective on that date (available on page "PLDMLNPM Index" of the Bloomberg terminal and on page "XPDFIX=" of the Reuters Monitor Money Rates Service, or any relevant succeeding page, or any replacement page or web site such as recommended by the LME).

PTA for a date means that day's morning (unless otherwise provided for in the applicable Final Terms) London Platinum Price (which may also be referred to as the LBMA Platinum Price) per troy ounce gross of Platinum for delivery in London through a member of the LPPM authorized to effect such delivery, stated in USD, as calculated and administered by the LME, and published by the LME on its website at www.lme.com that displays prices effective on that date (available on page "PLTMLNAM Index" of the Bloomberg terminal and on the "XPTFIX=" page of the Reuters Monitor Money Rates Service, or any relevant succeeding page, or any replacement page or website such as recommended by the LME).

PT for a date means the afternoon (unless otherwise provided for in the applicable Final Terms) London Platinum Price (which may also be referred to as the LBMA Platinum Price) per troy ounce gross of Platinum for delivery in London through a member of the LPPM authorized to effect such delivery, stated in USD, as calculated and administered by the LME or its successor, and published by the LME (or its successor) on its website at www.lme.com that displays prices effective on that date (available on page "PLTMLNPM Index" of the Bloomberg terminal and on the "XPTFIX =" page of the Reuters Monitor Money Rates Service, or any relevant succeeding page, or any replacement page or web site such as recommended by the LME or its successor).

RB for a date means the settlement price per US Gallon of the reformulated gasoline blendstock for oxygen blending on the NYMEX of the First Nearby Month Futures Contract (unless otherwise provided for in the applicable Final Terms), stated in U.S. cents, as determined and made public by the NYMEX for that date

(available on page "XB1 Comdty" of the Bloomberg terminal and on page "SETT" of the Reuters Monitor Money Rates Service, or any relevant succeeding page).

SB for a date means the settlement price per pound of Sugar #11 on the ICE of the First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms), stated in U.S. cents, as determined and made public by the ICE for that date (available on page "SB1 Comdty" for a First Nearby Month Futures Contract and "SB2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal and on page "SBc1" for a First Nearby Month Futures Contract and "SBc2" for a Second Nearby Month Futures Contract of the Reuters Monitor Money Rates Service, or any relevant succeeding page).

SI for a date, means that day's LBMA Silver price per troy ounce of Silver (unless otherwise provided for in the applicable Final Terms) for delivery in London through a member of the LBMA authorized to effect such delivery, stated in U.S. Dollars, as calculated and administered by independent service provider(s) pursuant to an agreement with the LBMA, and published by the LBMA on its website at www.lbma.org.uk that displays prices effective on that date (as published on page "SLVRLND Index" of the Bloomberg terminal, or any relevant succeeding page, or any replacement page or website such as recommended by the LBMA).

SIC for a date, means the settlement price per troy ounce of Silver on the COMEX of the Selected Futures Contract (unless otherwise provided for in the applicable Final Terms), stated in U.S cents, as determined and made public by the COMEX for that date (available on page "SI1 Comdty" of the Bloomberg terminal and on page "0#SI:" of the Reuters Monitor Money Rates Service, or any relevant succeeding page); provided that:

(i) **Selected Futures Contract** means, for such date, the next expiring Futures Contract among March, May, July, September and December Futures Contracts; and

(ii) if such date falls on or after the first notice date of the Selected Futures Contract, the relevant Futures Contract for such date will be the second next to expire Futures Contract among March, May, July, September and December Futures Contracts.

SM for a date means the settlement price per metric ton of Soybean Meal on the CBOT of the First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms), stated in USD, as determined and made public by the CBOT for that date (available on page "SM1 Comdty" for a First Nearby Month Futures Contract and "SM2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal and on page "SMc1" for a First Nearby Month Futures Contract and "SMc2" for a Second Nearby Month Futures Contract of the Reuters Monitor Money Rates Service, or any relevant succeeding page).

SO for a date means the settlement price per bushel of Soybean on the CBOT of First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms), stated in U.S cents, as determined and made public by the CBOT for that date (available on page "S 1 Comdty" for a First Nearby Month Futures Contract and "S 2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal and on page "Sc1" for a First Nearby Month Futures Contract and "Sc2" for a Second Nearby Month Futures Contract of the Reuters Monitor Money Rates Service, or any relevant succeeding page).

WH for a date means the settlement price per bushel of deliverable grade wheat on the CBOT of the First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms), stated in U.S. cents, as determined and made public by the CBOT for that date (available on page "W 1 Comdty" for a First Nearby Month Futures Contract and "W 2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal and on page "Wc1" for a First Nearby Month Futures Contract and "Wc2" for

a Second Nearby Month Futures Contract of the Reuters Monitor Money Rates Service, or any relevant succeeding page).

XA for a date means the settlement price per metric ton of the Rotterdam monthly coal on the ICE of the Second Nearby Month Futures Contract (unless otherwise provided for in the applicable Final Terms) stated in USD, as determined and made public by the ICE for that date (available on page "XA2 Comdty" of the Bloomberg terminal and on page "ATWMC2" of the Reuters Monitor Money Rates Service, or any relevant succeeding page).

ZN for a date means the settlement price per tonne of Special High Grade Zinc at the end of the second morning ring on the LME for cash delivery (unless otherwise provided for in the applicable Final Terms), stated in USD, as determined and made public by the LME for that date (available on page "LOZSDY Comdty" of the Bloomberg terminal and on page "RING=" of the Reuters Monitor Money Rates Service, or any relevant succeeding page).

ZN3 for a date means the official price per tonne of 3 month forward Special High Grade Zinc on the LME (unless otherwise provided for in the applicable Final Terms), stated in USD, as determined and made public by the LME for that date (available on page "LOZSDS03 Comdty" of the Bloomberg terminal and on page "MZN3" of the Reuters Monitor Money Rates Service, or any relevant succeeding page).

1.2. Price Sources

Price Source means, with respect to a Commodity Reference Price, the Exchange, Index Sponsor or other entity, as specified in the definition of that Commodity Reference Price as the entity which determines and makes public the relevant price.

APX means the Amsterdam Power Exchange N.V. or its successor.

CBOT means the Chicago Board of Trade or its successor.

CME means the Chicago Mercantile Exchange or its successor.

COMEX means the Commodity Exchange Inc., New York or its successor.

EEX means European Energy Exchange or its successor.

ICE means the Intercontinental Exchange, Inc. or its successor.

KBOT means the Kansas City Board of Trade or its successor.

LBMA means the London Bullion Market Association or its successor.

LME means the London Metal Exchange Limited or its successor.

London Bullion Market means the market in London on which members of the LBMA, amongst other things, quote prices for the buying and selling of Gold and Silver.

LPPM means the London Platinum and Palladium Market or its successor.

NORDPOOL means the Nord Pool ASA (The Nordic Power Exchange) or its successor.

NYMEX means the New York Mercantile Exchange or its successor.

OMLX means the OM London Exchange Ltd. or its successor.

SIMEX means the Singapore International Monetary Exchange, Inc. or its successor.

1.3. Other definitions

Barrier Date means, a date with respect to which the Calculation Agent determines whether a Barrier Level is reached or any other condition has occurred, and which includes each date specified as such in the applicable Final Terms. If a date is specified in the applicable Final Terms as both a Barrier Date and a Valuation Date, it will be considered as a Valuation Date. With respect to a Commodity, Barrier Date is subject to Commodity Business Day Adjustment. With respect to a Commodity Index, Barrier Date is subject to Index Business Day Adjustment. Unless otherwise specified in the applicable Final Terms, Common Commodity Business Day or Common Index Business Day, as relevant, is applicable to Barrier Dates.

Barrier Level means, the level specified as such in the applicable Final Terms.

Basket means, a basket of Commodities specified in the applicable Final Terms.

Business Day means, a "Business Day" as defined in Condition 3 of the General Terms and Conditions, as relevant, determined on the basis of the Settlement Currency of the relevant Warrants.

Closing Price for a day means, with respect to a Commodity Index, the closing level of the Commodity Index determined and made public by the Index Sponsor (or, if relevant, Index Calculation Agent) for that day.

Commodity means, any of the commodities or commodity futures referenced in the relevant Commodity Reference Price, commodities comprised in a Commodity Index or any Underlying Index, if applicable or any commodity or commodity futures otherwise specified in the applicable Final Terms.

Commodity Business Day means: (a) when the Commodity Reference Price is a price determined and made public by an Exchange, a day that is (or, but for the occurrence of a Market Disruption Event, would have been) a scheduled trading day on that Exchange and; (b) when the Commodity Reference Price is not a price determined and made public by an Exchange, a day with respect to which the relevant Price Source is scheduled to make public a price.

Commodity Index means the index on commodities specified in the applicable Final Terms.

Commodity Instrument means any Relevant Futures Contract, and as applicable, any commodity comprised in the Commodity Index or Underlying Index for which there is no Relevant Futures Contract.

Common Commodity Business Day means, with respect to a Barrier Date, a day which is a Commodity Business Day with respect to all Commodity Reference Prices specified in the applicable Final Terms.

Common Index Business Day means, with respect to a Barrier Date, a day which is an Index Business Day with respect to all Commodity Indices specified in the applicable Final Terms.

Exchange means the exchange or principal trading market specified in the applicable Final Terms, provided that with respect to a Commodity Index, Exchange means the exchange or quotation system on which the Commodities comprised in the Commodity Index are traded, or any successor exchange or quotation system or any substitute exchange or quotation system acceptable to the Calculation Agent, in particular by reason of comparable liquidity relative to the relevant Commodities.

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

Futures Contract means, with respect to a Commodity Reference Price and a Valuation Date or a Barrier Date, a standardized contract, traded on the Exchange referenced in that Commodity Reference Price, for future delivery of a contract size of the Commodity referenced in that Commodity Reference Price, as specified in the applicable Final Terms, provided that, (a) if a particular date or month is specified in the applicable Final Terms,

the relevant Futures Contract will be the Futures Contract providing for delivery on that date or month, (b) if First Nearby Month, Second Nearby Month etc. is specified in the applicable Final Terms, the relevant Futures Contract will be respectively the first Futures Contract, the second Futures Contract etc. to expire (meaning, for the avoidance of doubt, to cease trading) on or following the relevant Valuation Date or Barrier Date.

Hedge Positions means any purchase, sale, entry into or maintenance, by Société Générale or any of its affiliate, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) any cash deposits or cash borrowing and/or (d) other instruments, arrangements, assets or liabilities howsoever described in order to hedge, individually or on a portfolio basis, the part of Société Générale or any of its affiliates' obligation under the Warrants or any agreement entered into with Société Générale or any of its affiliates by the Issuer in relation to the Warrants.

Index Business Day means, with respect to a Commodity Index, any day (a) on which the Index Sponsor (or, if relevant, the Index Calculation Agent) and the Underlying Index Sponsor (or, if relevant, the Underlying Index Calculation Agent) are scheduled to determine and make public the Closing Price of the Commodity Index and Underlying Index, as applicable, and (b) which is a trading day on the relevant Exchange for all Commodity Instruments.

Index Disruption Event means, with respect to a Commodity Index, any of the following events:

- A. the failure by the Index Sponsor (or, if relevant, Index Calculation Agent) to determine or make public the Closing Price of the Commodity Index or, with respect to a Barrier Date, the failure of the Index Sponsor (or, if relevant, Index Calculation Agent) to make public the Closing Price of the Commodity Index by 8:30 am New York time on the next following London and/or New York Business Day, as applicable.
- B. the failure by the Underlying Index Sponsor (or, if relevant, Underlying Index Calculation Agent) to determine or make public the Closing Price of the Underlying Index.
- C. the failure by the relevant Exchange to determine or make public the settlement price for a Commodity Instrument, provided however that this Index Disruption Event shall not apply to a Barrier Date.
- D. the material limitation imposed on trading in a Commodity Instrument on the relevant Exchange, provided that a limitation imposed on trading shall be deemed to be material only if (X) the relevant Exchange establishes limits on the range within which the price of the Commodity Instrument may fluctuate and (Y) the price of such Commodity Instrument is at the upper or lower limit of that range (each a "**Limit Price**") (the "**Trading Limitation**") provided however that, with respect to Barrier Dates only, the settlement price reaching the upper or lower limit of the Limit Price for a Commodity Instrument will not be considered as an Index Disruption Event.
- E. the material suspension of trading in a Commodity Instrument on the relevant Exchange, provided that a suspension of the trading shall be deemed to be material only if (X) all trading in the Commodity Instrument is suspended for the entire trading day on the relevant Exchange or (Y) all trading in the Commodity Instrument is suspended during the relevant trading day on the relevant Exchange, such suspension is announced less than one hour preceding the commencement of such suspension or trading does not recommence prior to the regularly scheduled close of trading in such Commodity Instrument (the "**Trading Suspension**").

- F. the non-opening of trading in a Commodity Instrument on the relevant Exchange on any scheduled trading day with respect to such Commodity Instrument on that Exchange (a "**Scheduled Trading Day**") provided that (X) the non-opening of trading in the Commodity Instrument does not constitute a Trading Suspension and (Y) all trading in the Commodity Instrument is closed for the entire Scheduled Trading Day (the "**Closed Exchange**").

Index Calculation Agent means, the entity in charge of calculating and publishing the Commodity Index, if different from the Index Sponsor.

Index Sponsor means the corporation or other entity as specified in the applicable Final Terms which (a) is responsible for establishing and reviewing the rules, procedures and the methods of calculation and adjustments, if any, related to the relevant Commodity Index and/or (b) makes public (directly or through an Index Calculation Agent) the level of the relevant Commodity Index on a regular basis.

Initial Valuation Date means the date specified as such in the applicable Final Terms.

Intraday Price means, with respect to a Commodity and a day, any price at which such Commodity has been traded on the relevant Exchange at any time during that day, as determined by the Calculation Agent, such price to include the Commodity Reference Price.

Unless otherwise specified in the applicable Final Terms, the following Intraday Price shall have the following meanings:

Intraday Price means, for the following commodities:

Aluminium Intraday Price means, for a date, any price per tonne at which the 3 month rolling high grade primary aluminium has been traded at any time during that date on the LME (unless otherwise provided for in the applicable Final Terms), stated in USD, available on the page "LMAHDS03 Comdty" of the Bloomberg terminal and on page "MAL3=LX" of the Reuters Monitor Money Rates Service (or any relevant succeeding page).

Arabica Coffee Intraday Price means, for a day, any price per pound at which arabica coffee has been traded at any time during that day on the ICE of the First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms), stated in U.S cents, available on page "KC1 Comdty" for a First Nearby Month Futures Contract and "KC2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal and on page "KCc1" for a First Nearby Month Futures Contract and "KCc2" for a Second Nearby Month Futures Contract of the Reuters Monitor Money Rates Service (or any relevant succeeding page).

Brent blend crude oil Intraday Price means, for a date, any price per barrel at which the Brent blend crude oil has been traded at any time during that date on the ICE of the First Nearby Month Futures Contract subject to Roll Adjustment 1 (unless otherwise provided for in the applicable Final Terms), stated in USD, available on the page "CO1 Comdty" for a First Nearby Month Futures Contract and on page "CO2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal and on page "COc1" for a First Nearby Month Futures Contract and on page "COc2" for a Second Nearby Month Futures Contract of the Reuters Monitor Money Rates Service (or any relevant succeeding page).

Cocoa Bean Intraday Price means, for a day, any price per metric tonne at which the Cocoa Bean has been traded at any time during that day on the ICE of the First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms), stated in USD (available on page "CC1 Comdty" for a First Nearby Month Futures Contract and "CC2 Comdty" for a Second Nearby Month Futures

Contract of the Bloomberg terminal and on page "CCc1" for a First Nearby Month Futures Contract and "CCc2" for a Second Nearby Month Futures Contract of the Reuters Monitor Money Rates Service (or any relevant succeeding page).

Copper Grade A Intraday Price means, for a date, any price per tonne at which 3 month rolling copper Grade A has been traded at any time during that date on the LME (unless otherwise provided for in the applicable Final Terms), stated in USD, available on page "LMCADS03 Comdty" of the Bloomberg terminal and on page "MCU3=LX" of the Reuters Monitor Money Rates Service (or any relevant succeeding page).

Cotton No.2 Intraday Price means, for a day, any price per pound at which the Cotton No.2 has been traded at any time during that day on the ICE of First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms), stated in U.S cents, available on page "CT1 Comdty" for a First Nearby Month Futures Contract and "CT2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal and on page "CTc1" for a First Nearby Month Futures Contract and "CTc2" for a Second Nearby Month Futures Contract of the Reuters Monitor Money Rates Service (or any relevant succeeding page).

Deliverable grade Wheat Intraday Price means, for a day, any price per bushel at which deliverable grade wheat has been traded at any time during that day on the CBOT of the First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms), stated in U.S. cents, available on page "W 1 Comdty" for a First Nearby Month Futures Contract and "W 2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal and on page "Wc1" for a First Nearby Month Futures Contract and "Wc2" for a Second Nearby Month Futures Contract of the Reuters Monitor Money Rates Service (or any relevant succeeding page).

Feeder Cattle Intraday Price means, for a day, any price per pound at which the Feeder Cattle has been traded at any time during that day on the CME of the First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms), stated in U.S. cents, available on page "FC1 Comdty" for a First Nearby Month Futures Contract and "FC2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal and on page "FCc1" for a First Nearby Month Futures Contract and "FCc2" for a Second Nearby Month Futures Contract of the Reuters Monitor Money Rates Service (or any relevant succeeding page).

Gas oil Intraday Price means, for a date, any price per metric ton at which the gas oil has been traded at any time during that date on the ICE of the First Nearby Month Futures Contract (denominated ICE Gas Oil Futures Contract beyond the January 2015 contract month, and renamed ICE Gas Oil LowSulphur Futures Contract with changes in its specification for February 2015 and later contract month) subject to Roll Adjustment 1 (unless otherwise provided for in the applicable Final Terms), stated in USD, available on page "QS1 Comdty" for a First Nearby Month Futures Contract and "QS2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal and on page "LGOc1" for a First Nearby Month Futures Contract and "LGOc2" for a Second Nearby Month Futures Contract of the Reuters Monitor Money Rates Service (or any relevant succeeding page).

Gold COMEX Intraday Price means, for a date, any price per troy ounce at which Gold has been traded at any time during that date on the COMEX of the Selected Futures Contract (unless otherwise provided for in the applicable Final Terms), stated in USD, as determined and made public by the COMEX for that date (available on page "GC1 Comdty" of the Bloomberg terminal and on page "0#GC:" of the Reuters Monitor Money Rates Service, or any relevant succeeding page); provided that:

- (i) **Selected Futures Contract** means for such date the next expiring Futures Contract among February, April, June, August and December Futures Contract; and

(ii) If such date falls on or after the first notice date of any of Selected Futures Contracts Futures Contract, the relevant Futures Contract for such date will be the second next to expire Futures Contract among February, April, June, August and December Futures Contract.

Gold Intraday Price means, for a day, any price per troy ounce at which Gold for delivery in London through a member of the LBMA authorized to effect such delivery, has been traded at any time during that day (unless otherwise provided for in the applicable Final Terms), stated in USD, available on page "XAU=EBS" (or any succeeding page) of the Reuters Monitor Money Rates Service or on page "XAU EBSF Curncy" of the Bloomberg terminal (or any relevant succeeding page).

Hard Red Winter Wheat Intraday Price means, for a day, any price per bushel at which Hard Red Winter Wheat has been traded at any time during that day on the KBOT of First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms), stated in U.S cents, available on page "KW1 Comdty" for a First Nearby Month Futures Contract and "KW2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal and on page "KWc1" for a First Nearby Month Futures Contract and "KWc2" for a Second Nearby Month Futures Contract of the Reuters Monitor Money Rates Service (or any relevant succeeding page).

Lean Hogs Intraday Price means, for a day, any price per pound at which Lean Hogs has been traded at any time during that day on the CME of the First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms), stated in U.S. cents, available on page "LH1 Comdty" for a First Nearby Month Futures Contract and "LH2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal and on page "LHc1" for a First Nearby Month Futures Contract and "LHc2" for a Second Nearby Month Futures Contract of the Reuters Monitor Money Rates Service (or any relevant succeeding page).

Live Cattle Intraday Price means, for a day, any price per pound at which Live Cattle has been traded at any time during that day on the CME of the First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms), stated in U.S. cents, available on page "LC1 Comdty" for a First Nearby Month Futures Contract and "LC2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal and on page "LCc1" for a First Nearby Month Futures Contract and "LCc2" for a Second Nearby Month Futures Contract of the Reuters Monitor Money Rates Service (or any relevant succeeding page).

Natural gas Intraday Price means, for a date, any price per MMBTU at which the natural gas has been traded at any time during that date on the NYMEX of the Henry Hub Natural Gas of the First Nearby Month Futures Contract (unless otherwise provided for in the applicable Final Terms), stated in USD, available on page "NG1 Comdty" of the Bloomberg terminal and on page "NGc1" of the Reuters Monitor Money Rates Service (or any relevant succeeding page).

New York Harbor ULSD Intraday Price means, for a date, any price per US Gallon at which the New York Harbor ULSD has been traded at any time during that date on the NYMEX of the First Nearby Month Futures Contract (unless otherwise provided for in the applicable Final Terms), stated in U.S. Cents, available on page "HO1 Comdty" of the Bloomberg terminal and on page "HOc1" of the Reuters Monitor Money Rates Service (or any relevant succeeding page).

No.2 Yellow Corn Intraday Price means, for a day, any price per bushel at which the No.2 Yellow Corn has been traded at any time during that day on the CBOT of the First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms), stated in U.S cents, available on page "C 1 Comdty" for a First Nearby Month Futures Contract and "C 2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal and on page "Cc1" for a First Nearby Month Futures Contract and

"Cc2" for a Second Nearby Month Futures Contract of the Reuters Monitor Money Rates Service (or any relevant succeeding page).

Palladium Intraday Price means for a date, any price per troy ounce gross at which Palladium for delivery in London through a member of the LPPM authorized to effect such delivery, has been traded at any time during that date (unless otherwise provided for in the applicable Final Terms), stated in USD, available on page "XPT=EBS" (or any succeeding page) of the Reuters Monitor Money Rates Service or on page "XPT EBSF Curncy" of the Bloomberg terminal (or any relevant succeeding page).

Platinum Intraday Price means, for a date, any price per troy ounce gross at which Platinum for delivery in London through a member of the LPPM authorized to effect such delivery, has been traded at any time during that date (unless otherwise provided for in the applicable Final Terms), stated in USD, available on page "XPT=EBS" (or any succeeding page) of the Reuters Monitor Money Rates Service or on page "XPT EBSF Curncy" of the Bloomberg terminal (or any relevant succeeding page).

Primary Nickel Intraday Price means, for a date, any price per tonne at which 3 month rolling Primary Nickel has been traded at any time during that date on the LME (unless otherwise provided for in the applicable Final Terms), stated in USD, available on page "LMNIDS03 Comdty" of the Bloomberg terminal and on page "MNI3=LX" of the Reuters Monitor Money Rates Service (or any relevant succeeding page).

Reformulated gasoline blendstock Intraday Price means, for a date, any price per US Gallon at which the reformulated gasoline blendstock for oxygen blending has been traded at any time during that date on the NYMEX of the First Nearby Month Futures Contract (unless otherwise provided for in the applicable Final Terms), stated in U.S. cents, available on page "XB1 Comdty" of the Bloomberg terminal and on page "RBc1" of the Reuters Monitor Money Rates Service (or any relevant succeeding page).

Silver COMEX Intraday Price: means, for a date, any price per troy ounce at which Silver has been traded at any time during that date on the COMEX of the Selected Futures Contract (unless otherwise provided for in the applicable Final Terms), stated in U.S cents (available on page "SI1 Comdty" of the Bloomberg terminal and on page "0#SI:" of the Reuters Monitor Money Rates Service, or any relevant succeeding page); provided that:

- (i) **Selected Futures Contract** means for such date, the next expiring Futures Contract among March, May, July, September and December Futures Contracts; and
- (ii) if such date falls on or after the first notice date of the Selected Futures Contract, the relevant Futures Contract for such date will be the second next to expire Futures Contract among March, May, July, September and December Futures Contracts.

Silver Intraday Price means for a date, any price per troy ounce at which Silver for delivery in London through a member of the LBMA authorized to effect such delivery, has been traded at any time during that date (unless otherwise provided for in the applicable Final Terms), stated in USD, available on page "XAG=EBS" of the Reuters Monitor Money Rates Service (or any succeeding page) or on page "XAG EBSF Curncy" of the Bloomberg terminal (or any relevant succeeding page).

Standard Lead Intraday Price means, for a date, any price per tonne at which the 3 month rolling Standard Lead has been traded at any time during that date on the LME (unless otherwise provided for in the applicable Final Terms), available on page "LMPBDS03 Comdty" of the Bloomberg terminal and on page "MPB3=LX" of the Reuters Monitor Money Rates Service (or any relevant succeeding page).

Sugar #11 Intraday Price means, for a day, any price per pound at which Sugar #11 has been traded at any time during that day on the ICE of the First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms), stated in U.S. cents, available on page "SB1 Comdty" for a First Nearby Month Futures Contract and "SB2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal and on page "SBc1" for a First Nearby Month Futures Contract and "SBc2" for a Second Nearby Month Futures Contract of the Reuters Monitor Money Rates Service (or any relevant succeeding page).

Soybean Intraday Price means, for a day, any price per bushel at which Soybean has been traded at any time during that day on the CBOT of First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms), stated in U.S cents, available on page "S 1 Comdty" for a First Nearby Month Futures Contract and "S 2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal and on page "Sc1" for a First Nearby Month Futures Contract and "Sc2" for a Second Nearby Month Futures Contract of the Reuters Monitor Money Rates Service (or any relevant succeeding page).

Soybean Meal Intraday Price means, for a day, any price per metric ton at which Soybean Meal has been traded at any time during that day on the CBOT of the First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Final Terms), stated in USD, available on page "SM1 Comdty" for a First Nearby Month Futures Contract and "SM2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal and on page "SMc1" for a First Nearby Month Futures Contract and "SMc2" for a Second Nearby Month Futures Contract of the Reuters Monitor Money Rates Service (or any relevant succeeding page).

West Texas Intermediate light sweet crude oil Intraday Price means, for a date, any price per barrel at which the West Texas Intermediate light sweet crude oil has been traded at any time during that date on the NYMEX of the First Nearby Month Futures Contract (unless otherwise provided for in the applicable Final Terms), stated in USD, available on page "CL1 Comdty" of the Bloomberg terminal and on page "CLc1" of the Reuters Monitor Money Rates Service (or any relevant succeeding page).

Zinc Intraday Price means, for a date, any price per tonne at which 3 month rolling Special High Grade Zinc has been traded at any time during that date on the LME (unless otherwise provided for in the applicable Final Terms), stated in USD, available on page "LMZSDS03 Comdty" of the Bloomberg terminal and on page "MZN3=LX" of the Reuters Monitor Money Rates Service (or any relevant succeeding page).

Common Commodity Business Day means, with respect to a Barrier Date, a day which is a Commodity Business Day with respect to all Commodity Reference Prices specified in the applicable Final Terms.

Index means, the index on commodities specified in the applicable Final Terms.

Market Disruption Event means, with respect to a Commodity, any event that, in the reasonable opinion of the Calculation Agent, disrupts or impairs the determination of the price of such Commodity for a Valuation Date or a Barrier Date, as relevant, and includes, without limitation:

- A. the failure by the relevant Price Source to make public the relevant price for a Valuation Date or, with respect to a Barrier Date, the failure of such relevant Price Source to make public the relevant price by 8:30 am New York time on the next following London and/or New York Business Day, as applicable, or the temporary or permanent discontinuance or unavailability of the Price Source.
- B. the Trading Suspension or the Trading Limitation (whether by reason of movements in price reaching the limits of the Limit Price or otherwise) in the relevant Commodity on the relevant

Exchange; provided however that, with respect to Barrier Dates only, the settlement price reaching the upper or lower limit of the Limit Price will not be considered as a Market Disruption Event.

The occurrence of a Market Disruption Event is determined by the Calculation Agent.

MMBTU means, one million British thermal units.

Observation Barrier Period means, unless otherwise specified in the applicable Final Terms, the period from and including the first Valuation Date to and including the last Valuation Date.

Observation Business Day means, a day (other than a Saturday or a Sunday) on which commercial banks are open for business either in London or in New York.

Relevant Futures Contract means, each futures contract comprised in the Commodity Index or in the Underlying Index.

Roll Adjustment means, unless otherwise specified in the applicable Final Terms, any of the following roll rules:

Roll Adjustment 1: For a Commodity Business Day falling on the trade date immediately preceding the last trade date of the First Nearby Month Futures Contract, the relevant Futures Contract will be:

- (i) until and including the publication of the relevant price of the Futures Contract referred to in the relevant Commodity Reference Price by the Price Source on that day, the First Nearby Month Futures Contract; and
- (ii) immediately after the publication of the price of the Futures Contract referred to in the relevant Commodity Reference Price by the Price Source on that day, the Second Nearby Month Futures Contract.

For a Commodity Business Day falling on the last trade date of the First Nearby Month Futures Contract, the relevant Futures Contract will be the Second Nearby Month Futures Contract (which, for the avoidance of doubt, is the Futures Contract which as of the immediately preceding trade date was the Second Nearby Month Futures Contract).

Roll Adjustment 2: For a Commodity Business Day falling on the standard (last) expiration date of the First Nearby Month Futures option contract, traded on the Exchange referred to in the relevant Commodity Reference Price, the relevant Futures Contract will be:

- (i) until and including the publication of the relevant price of the Futures Contract referred to in the relevant Commodity Reference Price by the Price Source on that day, the First Nearby Month Futures Contract, and
- (ii) immediately after the publication of the relevant price of the Futures Contract referred to in the relevant Commodity Reference Price by the Price Source on that day, the Second Nearby Month Futures Contract.

For a Commodity Business Day falling after the standard (last) expiry date of the First Nearby Month Futures option contract, the relevant Futures Contract will be the Second Nearby Month Futures Contract (which, for the avoidance of doubt, is the Futures Contract which, as of the standard (last) expiration date of the First Nearby Month Futures option contract, was the Second Nearby Month Futures Contract).

Roll Adjustment 3: For a Commodity Business Day falling on the trade date immediately preceding the first notice date of the First Nearby Month Futures Contract traded on the Exchange referred to in the relevant Commodity Reference Price, the relevant Futures Contract will be:

- (i) until and including the publication of the relevant price of the Futures Contract referred to in the relevant Commodity Reference Price by the Price Source on that day, the First Nearby Month Futures Contract, and
- (ii) immediately after the publication of the price of the Futures Contract referred to in the relevant Commodity Reference Price by the Price Source on that day, the Second Nearby Month Futures Contract.

For a Commodity Business Day falling on or after the first notice date of the First Nearby Month Futures Contract, the relevant Futures Contract will be the Second Nearby Month Futures Contract (which, for the avoidance of doubt, is the Futures Contract which as of the day immediately preceding that first notice date, was the Second Nearby Month Futures Contract).

Strike Price means, the price specified as such in the applicable Final Terms.

Underlying Index means, each index comprised in a Commodity Index.

Underlying Index Calculation Agent means, the entity in charge of calculating and publishing the Underlying Index, if different from the Underlying Index Sponsor.

Underlying Index Sponsor means, the corporation or other entity as specified in the applicable Final Terms which (a) is responsible for establishing and reviewing the rules, procedures and the methods of calculation and adjustments, if any, related to the relevant Underlying Index and (b) makes public (directly or through an Underlying Index Calculation Agent) the level of the relevant Underlying Index on a regular basis.

Valuation Date means, a date with respect to which a Commodity Reference Price is determined and includes the Initial Valuation Date and the Final Valuation Date, as the case may be, and/or each date specified as such in the applicable Final Terms. With respect to a Commodity, Valuation Date is subject to Commodity Business Day Adjustment. With respect to an Index, Valuation Date is subject to Index Business Day Adjustment. Unless otherwise specified in the applicable Final Terms, neither Common Commodity Business Day nor Common Index Business Day, as relevant, is applicable to Valuation Dates.

2. PROVISIONS APPLICABLE TO COMMODITIES OTHER THAN INDICES

2.1 Commodity Business Day Adjustment

- 2.1.1 If a Valuation Date is not a Commodity Business Day with respect to a Commodity Reference Price, then the Valuation Date for such Commodity Reference Price shall be postponed to the next day which is a Commodity Business Day with respect to such Commodity Reference Price, subject to valuation deadline provisions in Condition 2.1.3 of these Additional Terms and Conditions.
- 2.1.2 If a Barrier Date is not a Common Commodity Business Day, then such Barrier Date shall be postponed to the next day which is a Common Commodity Business Day, subject to determination deadline provisions in Condition 2.1.3 of these Additional Terms and Conditions.
- 2.1.3 Notwithstanding the foregoing, a Valuation Date or a Barrier Date shall occur not later than the earlier of (i) the Expiration Date and (ii) the fourth Business Day prior to the date of any payment to be made on

the basis of determinations made for such Valuation Date or Barrier Date, as the case may be. The earlier of (i) the Expiration Date and (ii) such fourth Business Day shall be deemed to be the Valuation Date or Barrier Date, as relevant, and the Calculation Agent shall determine the fair market value of the Commodity or Commodities for which the earlier of (i) the Expiration Date and (ii) that fourth Business Day is not a Commodity Business Day.

2.2 Consequences of Market Disruption Events

2.2.1 If a Market Disruption Event occurs or is continuing with respect to a Commodity Reference Price on a Valuation Date, then the price of such Commodity with respect to such Valuation Date will be (subject to the determination deadline provision in Condition 2.2.2 below):

- (a) the Commodity Reference Price for such Valuation Date published by the relevant Exchange on the next Commodity Business Day on which there is no Market Disruption Event (the **Determination Day**);
- (b) if the Commodity Reference Price is not determined as per paragraph (a) above or is a Limit Price, the Commodity Reference Price published by the relevant Exchange for such Determination Day.

For the purposes of paragraph (a) and (b) above, a Determination Day shall fall within a period of five Commodity Business Days from and including the relevant Valuation Date.

The determination of the Commodity Reference Price in (a) and (b) above is subject to determination deadline provisions in Condition 2.2.2 of these Additional Terms and Conditions.

- (c) If there is no Determination Day within a period of five Commodity Business Days following (and including) the Valuation Date, then the prices for such Valuation Date shall be determined, by the Calculation Agent on such fifth Commodity Business Day, using:
 - (i) with respect to the Commodity or Commodities which are not affected by a Market Disruption Event on the fifth Commodity Business Day, the relevant Commodity Reference Price for that fifth Commodity Business Day and
 - (ii) (with respect to the Commodity or Commodities which are affected by a Market Disruption Event on the fifth Commodity Business Day, the fair market value of such Commodity or Commodities.

2.2.2 Notwithstanding the foregoing, the prices for a Valuation Date shall be determined by the Calculation Agent at the latest on the earlier of (i) the Expiration Date and (ii) the fourth Business Day prior to the date of any payment to be made on the basis of determinations made for such Valuation Date. This Condition 2.2.2 shall not apply to a Barrier Date.

2.3 Consequences of extraordinary events affecting the Commodities or Commodity Reference Prices

If, in the determination of the Calculation Agent:

- A. the relevant Commodity Reference Price disappears or permanently discontinues or otherwise becomes unavailable; or
- B. at any time following the first Valuation Date, a material change in the formula or the calculation method for the relevant Commodity Reference Price occurs; or

- C. at any time following the first Valuation Date, a material change in the content, the composition or the constitution of the relevant Commodity occurs,

then the Calculation Agent will be entitled to either:

- Y. determine the fair market value of the relevant Commodity for the relevant Valuation Date or Barrier Date; or
- Z. replace, to the extent possible, the affected Commodity Reference Price with a similar price.

If the Calculation Agent does not make a determination in accordance with Y above and if in the determination of the Calculation Agent, no price meets the criteria to be an appropriate replacement price in accordance with Z above, then the Calculation Agent will decide to either:

- a. apply the Monetisation until the Expiration Date as defined in Condition 5.14 of the General Terms and Conditions of the Warrants; or
- b. consider such event as an event triggering an early termination of the Warrants and in that case, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible thereafter, (in the case of Cash Settled Warrants) an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (in the case of Physical Delivery Warrants), subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions.

2.4 Consequences of adjustment events affecting the Commodity Reference Price

If a Commodity Reference Price made public on the relevant Price Source's page and utilised in any calculation or determination made under the Warrants is subsequently corrected and the correction is made available to the public on the relevant Price Source's page after the original publication but no later than the earlier of (i) the Expiration Date and (ii) four Commodity Business Days or Index Business Days, as applicable, prior to the Settlement Date or any payment date(s) (as set out in the applicable Final Terms), the Calculation Agent will determine in its sole discretion whether adjustments to the terms of the Warrants are necessary to account for such correction. Any adjustment resulting from such correction shall be made in the Calculation Agent's sole discretion.

3. PROVISIONS APPLICABLE TO INDICES ON COMMODITIES

3.1 Index Business Day Adjustment

- 3.1.1 If a Valuation Date is not an Index Business Day with respect to a Commodity Index, then the Valuation Date for such Commodity Index shall be postponed to the next day which is an Index Business Day with respect to such Commodity Index, subject to valuation deadline provisions in Condition 3.1.3 of these Additional Terms and Conditions.
- 3.1.2 If a Barrier Date is not a Common Index Business Day, then such Barrier Date shall be postponed to the next day which is a Common Index Business Day, subject to determination deadline provisions in Condition 3.1.3 of these Additional Terms and Conditions.

- 3.1.3 Notwithstanding the foregoing, a Valuation Date or a Barrier Date shall occur not later than the earlier of (i) the Expiration Date and (ii) the fourth Business Day prior to the date of any payment to be made on the basis of determinations made for such Valuation Date or Barrier Date; as the case may be. The earlier of (i) the Expiration Date and (ii) such fourth Business Day shall be deemed to be the Valuation Date or Barrier Date, as relevant, and the Calculation Agent shall determine the fair market level of the Commodity Index or Commodity Indices for which the earlier of (i) the Expiration Date and (ii) that fourth Business Day is not an Index Business Day.

3.2 Consequences of Index Disruption Events

- 3.2.1 If a Valuation Date specified in the applicable Final Terms is subject to an Index Disruption Event for a Commodity Index or any Underlying Index, as applicable, the level of such Commodity Index or Underlying Index shall be determined by the Calculation Agent in accordance with the formula and calculation method for that Commodity Index and Underlying Index, as applicable, then in effect (subject to determination deadline provisions in Condition 3.2.2 of these Additional Terms and Conditions), using:

- (a) with respect to each commodity comprised in the Commodity Index or any Underlying Index for which no Commodity Instrument is affected by an Index Disruption Event, its settlement price as determined and made public by the relevant Exchange for the Valuation Date; and
- (b) with respect to each commodity comprised in the Commodity Index or any Underlying Index for which one or more Commodity Instrument is affected by an Index Disruption Event:
 - (i) the settlement price of the Commodity Instruments related to such commodity as determined by the relevant Exchange for the Valuation Date and made public on the Valuation Date or retrospectively on the next Commodity Business Day on which there is no Index Disruption Event with respect to such Commodity Instruments;
 - (ii) if the settlement price of one or more Commodity Instruments related to such commodity is not determined as per (b)(i) above or is a Limit Price, the settlement price of all Commodity Instruments related to such commodity published by the relevant Exchange for the next Commodity Business Day on which the Index Disruption Event ceases to exist with respect to all such Commodity Instruments;
 - (iii) the settlement price of such Commodity Instruments shall be determined within five (5) Commodity Business Days from and including the relevant Valuation Date for the purposes of paragraph (b)(i) and (b)(ii) above;
 - (iv) if the settlement price of one or more Commodity Instruments is not determined as per (b)(i) or (b)(ii) above,

Y. for each Commodity Instrument which is not affected by an Index Disruption Event on the fifth (5th) Commodity Business Day from and including the relevant Valuation Date and for which the relevant Exchange determines and makes public the settlement price on that day (and that settlement price is not a Limit Price), the settlement price of such Commodity Instrument(s) as determined and made public by the relevant Exchange; and

Z. for each other Commodity Instrument the fair market value of all such Commodity Instruments on that fifth Commodity Business Day, as determined by the Calculation Agent taking into consideration the latest available settlement price for such Commodity Instruments

as determined and made public by the relevant Exchange and any other information that the Calculation Agent may in good faith deem relevant.

- 3.2.2 Notwithstanding the foregoing, the date on which the value of a Commodity comprised in the Commodity Index and the level of Commodity Index are determined shall occur not later than the earlier of (i) the Expiration Date and (ii) the fourth Business Day prior to the date of any payment to be made under the Warrants on the basis of determinations made on such date.

3.3 Consequences of extraordinary events and adjustments to Indices

A. If a Commodity Index is:

(a) not calculated and made public by the relevant Index Sponsor and/or Index Calculation Agent but is calculated and made public by a relevant successor sponsor or calculation agent (the **Successor Sponsor** or **Successor Calculation Agent**, as the case may be) acceptable to the Calculation Agent, or

(b) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for, and method of, calculation as used in the calculation of that Commodity Index (the "**Successor Index**");

then the Commodity Index will be deemed to be the index so calculated and made public by the relevant Successor Sponsor or Successor Calculation Agent or that Successor Index (as the case may be).

If, on or prior to a Valuation Date, in the determination of the Calculation Agent, the relevant Index Sponsor or Index Calculation Agent (as applicable) (or if applicable the Successor Sponsor or Successor Calculation Agent, as the case may be):

(a) makes a material change in the formula or calculation method of a Commodity Index or in any other way materially modifies a Commodity Index (other than a modification prescribed in that formula or method to maintain that Commodity Index in the event of changes in commodities comprised in the Commodity Index and capitalisation and other routine events). For the avoidance of doubt, and without limitation, any sub-division (split) of the Commodity Index or any consolidation (reverse split) of the level of the Commodity Index, or any other event linked to the performance or the level of the Commodity Index shall not be considered a routine event; or

(b) fails to calculate and publish the level of the Commodity Index for a continuous period of at least four (4) Commodity Business Days before and including that Valuation Date; or

(c) permanently ceases to calculate or cancels a Commodity Index and no Successor Index exists;

each of the events described in paragraphs (a), (b) and (c) above, an "**Index Adjustment Event**";

then the Calculation Agent will be entitled to either:

Y. determine the level of that Commodity Index for the relevant Valuation Date or Barrier Date in accordance with the formula and calculation method for that Commodity Index last in effect prior to that Index Adjustment Event (provided that the Calculation Agent may, if required

in the Calculation Agent's determination, adapt such formula or calculation method to take the Index Adjustment Event into account). The Commodity Index so calculated will be used in lieu of the Closing Price made public by the Index Sponsor or Index Calculation Agent (as applicable) for the determination of an amount to be paid under the Warrants or to determine whether a condition, if any, has occurred or not, or

Z. replace the Commodity Index with a new index to the extent possible, representative of the similar type of commodities comprised in the Commodity Index and traded on one or more Exchanges.

If the Calculation Agent does not make a determination in accordance with Y above and if in the determination of the Calculation Agent, no price meets the criteria to be an appropriate replacement price in accordance with Z above, then the Calculation Agent will decide to either:

- a. apply the Monetisation until the Expiration Date; or
- b. consider such event as an event triggering an early termination of the Warrants and in that case, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible thereafter, (in the case of Cash Settled Warrants) an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (in the case of Physical Delivery Warrants), subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions.

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

Change in Law means, with respect to Warrants that have one or more Commodity(ies) as Underlying(s) that, on or after the first to occur of (a) the Issue Date and (b) the first Valuation Date of the Warrants, due to:

- A. the adoption of, enactment, promulgation, execution or ratification of, or any change in, any applicable law or regulation (including without limitation, any Commodity Futures Trading Commission or any law or regulation in respect of tax, solvency or capital requirements) or any regulation, rule or procedure of any exchange or principal trading market on which a Commodity or any component thereof is traded (together the **Applicable Regulation**); or
- B. the promulgation of, or any change in the published interpretation by official practice of any court, tribunal, regulatory or similar authority with competent jurisdiction or supervisory duty or exchange, of any Applicable Regulation (including without limitation any action taken by a taxing authority),

the Calculation Agent determines that:

- Y. it is or will become illegal or contrary to any Applicable Regulation for Société Générale or any of its affiliates to (a) hold, acquire or dispose of any Hedge Position (as defined below) or (b) maintain the agreement entered into with the Issuer in relation to the Warrants or the Underlying(s) of the Warrants or to perform its obligations or exercise its rights thereunder; or
- Z. Société Générale or any of its affiliates incurs or there is a substantial likelihood that Société Générale or any of its affiliates will incur increased costs, fees or charges in (a) acquiring, establishing, re-establishing, substituting, maintaining, unwinding or disposing of any Hedge Position or (b) maintaining any agreement entered into with the Issuer in relation to the Warrants or the Underlying(s) of the Warrants or performing its obligations thereunder.

Hedging Disruption means, with respect to Warrants that have one or more Commodity(ies) or one or more Indice(s) as Underlying(s), that, as determined by the Calculation Agent, Société Générale or any of its affiliates is unable, after using commercially reasonable efforts, to either:

- A. acquire, establish, re-establish, substitute, maintain, unwind or dispose of any Hedge Position; or
- B. freely realize, recover, receive, repatriate, remit or transfer the proceeds of any Hedge Position or any agreement entered into with the Issuer in relation to the Warrants or the Underlying(s) of the Warrants.

For the purpose hereof, **Hedge Position** means, one or more positions in or contracts related to commodities, over-the-counter or exchange-traded commodity derivative transactions, foreign exchange transactions or other instruments or arrangements (howsoever described) necessary to hedge, individually or on a portfolio basis or otherwise, the risks of Société Générale or any of its affiliates of (a) issuing and performing any of the obligations with respect to the Warrants or (b) entering into and performing the obligations under the agreement entered into with the Issuer in relation to the Warrants or the Underlying(s) of the Warrants.

Increased Cost of Hedging means, with respect to Warrants that have one or more Commodity(ies) or one or more Indice(s) as Underlying(s), that as determined by the Calculation Agent, Société Générale or any of its affiliates would incur a materially increased (as compared with circumstances existing on the date (s) on which Société Générale enters into the Hedge Position in respect of the Warrants) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the market risk (including, without limitation, price risk, foreign exchange risk and interest rate risk) of entering into and performing its obligations with respect to the Warrants, or (b) freely realize, recover or remit the proceeds of the proceeds of its Hedge Positions.

Upon the occurrence of a Hedging Disruption or a Change in Law or an Increased Cost of Hedging (the relevant Commodity(ies) as Underlying being the Affected Underlying), the Calculation Agent may either:

- V. consider such event as an event triggering an early termination of the Warrants (hereafter, an **Early Termination Event**). In that case, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible after the Early Termination Event, (in the case of Cash Settled Warrants) an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the

General Terms and Conditions or (in the case of Physical Delivery Warrants), subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions;

- W. replace the Affected Underlying by a new underlying which is representative of the same economic or geographic sector; or
- X. apply the Monetisation until the Expiration Date (as defined in Condition 5.14 of the General Terms and Conditions);

or, but only in the case of Increased Cost of Hedging (and provided that the Warrants are not listed on the Italian Stock Exchange (Borsa Italiana S.p.A.))

- Y. in the case of Cash Settled Warrants, deduct (a) from the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or the Early Termination Settlement Amount (if any) due under the Warrants, as the case may be, on the payment date of the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount (if any) and (b) in the absence of any Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount in respect of the Warrants, from the Cash Settlement Amount due on the Settlement Date, in each case after the occurrence of the Increased Cost of Hedging, the amount of any new, or any increase of, any tax, duty, expense or fee, that triggered the occurrence of the Increased Cost of Hedging incurred by Societe Generale or any of its affiliates in relation to the Hedge Positions hedging the payment obligations of the Issuer under the Warrants, such amount to be apportioned pro rata amongst the outstanding Warrants (such reduction being the **Reduction Amount** and the result of such deduction being floored at zero); or
- Z. in the case of Physical Delivery Warrants, any Physical Delivery Amount, Event-Linked Early Settlement Price, Early Termination Physical Delivery Amount or Early Trigger Level Physical Delivery Amount which is calculated in connection with the Warrants shall be reduced by the Reduction Amount (subject to a floor of zero).

ADDITIONAL TERMS AND CONDITIONS FOR FUND LINKED WARRANTS

The provisions of these Additional Terms and Conditions for Fund Linked Warrants apply if the applicable Final Terms specify that the clause "*Type of Warrants*" is stated as being "*Fund Linked Warrants*".

References in these Additional Terms and Conditions for Fund Linked Warrants to a "Condition" or "these Additional Terms and Conditions" shall be construed as a reference to the relevant conditions in these Additional Terms and Conditions for Fund Linked Warrants unless otherwise specified herein.

For the purpose of the Additional Terms and Conditions for Fund Linked Warrants the following terms in Condition 5.14 shall be amended as follows:

- Hedge Positions as used in Condition 5.14 means Hypothetical Hedge Positions;
- Optional Hedge Positions as used in Condition 5.14 means Optional Hypothetical Hedge Positions.

1. GENERAL DEFINITIONS

Adjusted Calculation Amount means (a) in respect of the first Compounding Period of a Calculation Period, the Calculation Amount for that Calculation Period and (b) in respect of any succeeding Compounding Period in that Calculation Period, an amount equal to the sum of the Calculation Amount for that Calculation Period and the Compounding Period Amounts for each of the previous Compounding Periods in that Calculation Period;

Adjusted Settlement Date means, the date which is the earliest of (a) the 20th Business Day following the occurrence of the Full Liquidation Date and (b) the Postponed Settlement Date.

Adjusted Early Settlement Date means, the date which the earlier of (a) the 20th Business Day following the occurrence of the Optional Full Liquidation Date and (b) the Settlement Date.

Affiliate means, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, **control** of any entity or person means ownership of a majority of the voting power of the entity or person.

Applicable Method means, in respect of a Valuation Date, either Calculation Method, Execution Method/Subscription, Execution Method/Redemption, Order Method/Subscription or Order Method/Redemption. If in respect of the first Valuation Date to occur on or immediately following the Issue Date of the Warrants (the **First Valuation Date**), no Applicable Method is specified in the applicable Final Terms, Order Method/Subscription shall be deemed to be the Applicable Method. If in respect of any Valuation Date which is not the First Valuation Date, no Applicable Method is specified in the applicable Final Terms, Order Method/Redemption shall be deemed to be the Applicable Method.

Associated Costs means an amount determined by the Calculation Agent in its reasonable discretion equal to the sum of (without duplication) all costs (including, without limitation, cost of funding), losses, expenses, tax and duties incurred by a Hypothetical Investor in connection with the termination, liquidation or re-establishment of the Hypothetical Hedge Positions, such amount to be apportioned pro rata amongst the outstanding Warrants.

Basket means, a basket composed of Funds (each an Underlying) in the relative proportions or numbers of Funds specified in the applicable Final Terms.

Business Day has the meaning given to it in Condition 3 of the General Terms and Conditions of the Warrants.

Calculation Agent means the person or entity specified as such in Condition 10 of the General Terms and Conditions of the Warrants. Whenever a Calculation Agent is required to act or to exercise judgment in any way, it will do so in good faith and in a commercially reasonable manner;

Closing Price means, in respect of any Fund (and in each case as determined by the Calculation Agent):

- A. Where **Calculation Method** is specified in the applicable Final Terms, in respect of a Valuation Date, the official net asset value per Fund Unit determined by the Fund (or the Fund Service Provider that generally determines such value) dated as of such Valuation Date; or
- B. Where **Execution Method/Subscription** is specified in the applicable Final Terms, in respect of a Valuation Date, the aggregate amount per Fund Unit including all costs or fees (if any) that would be paid (either on a single date or over a period of time) by a Hypothetical Investor in Fund Units pursuant to a Valid Order for the subscription of Fund Unit(s) scheduled to be executed on the official net asset value per Fund Unit determined by the Fund (or the Fund Service Provider that generally determines such value) dated as of such Valuation Date; or
- C. Where **Execution Method/Redemption** is specified in the applicable Final Terms, in respect of a Valuation Date, the aggregate amount per Fund Unit net of all costs or fees (if any) that would be received in cash (either on a single date or over a period of time) by a Hypothetical Investor in Fund Units pursuant to a Valid Order for the redemption of Fund Unit(s), scheduled to be executed on the official net asset value per Fund Unit determined by the Fund (or the Fund Service Provider that generally determines such value) dated as of such Valuation Date; or
- D. Where **Order Method/Subscription** is specified in the applicable Final Terms, in respect of a Valuation Date, the aggregate amount per Fund Unit including all costs or fees (if any) that would be paid (either on a single date or over a period of time) by a Hypothetical Investor in Fund Units pursuant to a Valid Order for the subscription of Fund Unit(s) submitted to and accepted by the Fund on such Valuation Date; or
- E. Where **Order Method/Redemption** is specified in the applicable Final Terms, in respect of a Valuation Date, the aggregate amount per Fund Unit net of all costs or fees (if any), that would be received in cash (either on a single date or over a period of time) by a Hypothetical Investor in Fund Units pursuant to a Valid Order for the redemption of Fund Unit(s) submitted to and accepted by the Fund on such Valuation Date.

Compounding Date means, in respect of a Calculation Period, each Business Day of such Calculation Period;

Compounding Method means that the amount of interest shall be equal to the sum of the Compounding Period Amounts for each Compounding Period in the related Calculation Period, Compounding Period means, in respect of a Calculation Period, each period from and including a

Compounding Date to but excluding the immediately following Compounding Date during that Calculation Period;

Compounding Period Amount means, in respect of a Compounding Period, the product of (a) the Adjusted Calculation Amount, (b) the Compounding Rate and (c) the Day Count Fraction;

Compounding Rate means, in respect of a Compounding Period Amount, the interbank overnight rate in the Specified Currency as determined by the Calculation Agent on the first day of the relevant Compounding Period; the specific Compounding Rate used in respect of a Specified Currency shall be available at the office of the Calculation Agent from the first day of a Calculation Period; and Day Count Fraction means, for the purposes of Compounding Method, the exact number of days in a Compounding Period (the first included and the last excluded), divided by 360.

Full Liquidation Date means, in respect of the Expiration Date, the date on which the liquidation proceeds of the Hypothetical Hedge Positions (including inter alia by satisfying any obligations or liabilities in place with respect to or part of such Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of such Hypothetical Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hypothetical Investor.

Fund means, the fund or the pooled investment vehicle as specified in the applicable Final Terms.

Fund Business Day means, in respect of the Fund (or, in the case of a Basket of Funds, in respect of each Fund observed separately), any date on which a Valid Order can be submitted by a Hypothetical Investor pursuant to the Fund Documents prevailing on the Issue Date of the Warrants.

Fund Valuation Day means, in respect of the Fund (or, in the case of a Basket of Funds, in respect of each Fund observed separately), any date as defined in the Fund Documents prevailing on the Issue Date of the Warrants in respect of which the official net asset value of such Fund is dated as of such date in accordance with its Fund Documents.

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

Fund Service Provider means, in respect of any Fund, any person who is appointed to provide services, directly or indirectly, for that Fund, whether or not specified in the Fund Documents, including any fund investment adviser, fund administrator, manager, any person appointed in the role of discretionary investment manager or non-discretionary investment adviser (including a non-discretionary investment adviser to a discretionary manager or another non-discretionary investment adviser) for such Fund (the **Fund Adviser**), trustee or similar person with the primary administrative responsibilities for such Fund, operator, management company, depository, custodian, sub-custodian, prime broker, registrar and transfer agent or domiciliary agent.

Fund Unit means, in respect of any Fund, a share of such Fund or, if interests in such Fund are not denominated as shares, a unit of account of ownership in such Fund.

Hedge Positions means any purchase, sale, entry into or maintenance, by Société Générale or any of its affiliate, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) any

cash deposits or cash borrowing and/or (d) other instruments, arrangements, assets or liabilities howsoever described in order to hedge, individually or on a portfolio basis, the part of Société Générale or any of its affiliates' obligation under the Warrants or any agreement entered into with Société Générale or any of its affiliates by the Issuer in relation to the Warrants.

Hypothetical Hedge Positions means any purchase, sale, entry into or maintenance, by a Hypothetical Investor, of one or more (a) positions or contracts in Fund Units, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer's obligations under the Warrants linked to or indexed to the relevant Fund Unit due on the Settlement Date apportioned pro rata to each outstanding Warrant provided that, if the Intermediate Full Liquidation Date and/or the Optional Full Liquidation Date has not occurred on or before the fourth Business Day preceding the Settlement Date, then Hypothetical Hedge Positions will include the Intermediate Hypothetical Hedge Positions and/or the Optional Hypothetical Hedge Positions,

provided further that

- in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Swedish Central Securities Depository (Euroclear Sweden AB) the Norwegian Central Securities Depository (Verdipapirsentralen) or the Finnish Central Securities Depository (Euroclear Finland Ltd), all references to the word "fourth" above shall be deemed to be references to the word "twelfth",

- in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Norwegian Central Security Depository (Verdipapirsentralen), all references to the word "fourth" above shall be deemed to be references to the word "tenth".

Hypothetical Investor means, with respect to the Hypothetical Hedge Positions, a hypothetical investor in such Hypothetical Hedge Positions (including the Fund Units), located in France (which for the avoidance of doubt may be Société Générale or any of its affiliates), and deemed, in respect of the Hypothetical Hedge Positions constituted by the Fund Units, to have (a) the benefits and obligations, as provided under the Fund Documents, of an investor holding Fund Units; (b) in the case of any deemed redemption of such Fund, to have submitted a Valid Order requesting redemption of Fund Units; and (c) in the case of any deemed investment in such Fund, to have submitted a Valid Order requesting subscription of Fund Units.

Optional Early Settlement Amount means the amount specified as such in the applicable Final Terms of the relevant Warrants.

Optional Early Settlement Date means the date specified as such in the applicable Final Terms of the relevant Warrants.

Optional Full Liquidation Date means, in respect of an Optional Early Settlement Date, the date on which the liquidation proceeds of the Optional Hypothetical Hedge Positions (including inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of such Optional Hypothetical Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hypothetical Investor.

Optional Hypothetical Hedge Positions means any purchase, sale, entry into or maintenance, by a Hypothetical Investor, of one or more (a) positions or contracts in Fund Units, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer's obligations under the Warrants linked to or indexed to the relevant Fund Unit due on an Optional Early Settlement Date, apportioned pro rata to each outstanding Warrant.

Postponed Settlement Date means, if a Settlement Disruption Event occurs, the date that falls on the second anniversary date of the Settlement Date or if such day is not a Business Day, the immediately following Business Day.

Settlement Disruption Event means, that an Optional Full Liquidation Date and/or the Full Liquidation Date has not occurred on or before the fourth Business Day preceding the Settlement Date, *provided however that* in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Swedish Central Securities Depository (Euroclear Sweden AB), the Norwegian Central Securities Depository (Verdipapirsentralen ASA) or the Finnish Central Securities Depository (Euroclear Finland Ltd), all references to the word "fourth" above shall be deemed to be references to the word "twelfth".

Valid Order means, a valid and timely subscription or redemption order sent to the Fund or the Fund Service Provider that generally accepts such order, in accordance with the subscription or redemption notice period and the relevant cut off time as set forth in the Fund Documents.

Valuation Date means, in respect of the Fund (or, in the case of a Basket of Funds, in respect of each Fund observed separately), each date specified as such in the applicable Final Terms or if, for a Fund, such date is not a Fund Business Day or a Fund Valuation Day (as the case may be), the next following Fund Business Day or Fund Valuation Day for such Fund (the **Scheduled Valuation Date**), unless such day is a Disrupted Day in which case the Valuation Date shall be determined in accordance with the provisions of Condition 2.3 of these Additional Terms and Conditions. Any Initial Valuation Date, Final Valuation Date, annual Valuation Date, quarterly Valuation Date, monthly Valuation Date or weekly Valuation Date specified in the applicable Final Terms shall be deemed to be a Valuation Date for the purposes of these Additional Terms and Conditions.

2. ADJUSTMENTS, EXTRAORDINARY EVENTS AND CONSEQUENCES - DISRUPTION EVENTS AND CONSEQUENCES - CONSEQUENCES OF A SETTLEMENT DISRUPTION EVENT

2.1 Adjustments

In the case of the occurrence at any time on or after the Issue Date of any event affecting a Fund or the value of the relevant Fund Units including, without limitation:

- A. a subdivision, consolidation or reclassification of the relevant number of Fund Units, or a free distribution or dividend of any such Fund Units to existing holders by way of bonus, capitalization or similar issue;
- B. a distribution, issue or dividend to existing holders of the relevant Fund Units of (a) an additional quantity of such Fund Unit, or (b) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Fund equally or proportionately with such payments to holders of such Fund Units, or (c) share capital or other

securities of another issuer acquired or owned (directly or indirectly) by the Fund as a result of a spin-off or other similar transaction, or (d) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;

- C. an extraordinary dividend;
- D. a repurchase by the Fund of relevant Fund Units whether the consideration for such repurchase is cash, securities or otherwise, other than in respect of a redemption of Fund Units initiated by an investor in such Fund Units that is consistent with the Fund Documents; or
- E. any other event that may have a diluting or concentrative effect on the theoretical value of the relevant Fund Units or quantity of Fund Units;

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

2.2 Extraordinary Events and consequences

Upon the occurrence or likely occurrence, as determined by the Calculation Agent, of any of the following events (each an **Extraordinary Event**) on or after the Issue Date:

- A. **Change in Law** means, that: (a) due to the adoption of or any change in any applicable law or regulation (including without limitation, any law or regulation in respect of tax, solvency or capital requirements), or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that (x) it has become illegal for a Hypothetical Investor to hold, acquire or dispose of the Hedge Positions or Optional Hedge Positions (including the relevant Fund Units) or it has become illegal to maintain the agreement entered into by Société Générale or any of its affiliates with the Fund or a Fund Service Provider mentioned in "Breach or Termination of Agreement" in (B) below, or (y) Société Générale or any of its affiliates will incur a materially increased cost in performing its obligations under such Warrants or the agreement entered into by Société Générale or any of its affiliates or the Issuer of the Warrants with the Fund or the Fund Service Provider mentioned in "Breach or Termination of Agreement" in (B) below (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position);
- B. **Breach or Termination of Agreement** means any failure by the Fund or a Fund Service Provider, as the case may be, to comply with or perform any agreement entered into by the Fund or a Fund Service Provider with Société Générale or any of its affiliates, defining the terms and conditions at which Société Générale or any of its affiliates may make subscriptions and/or redemptions in the Fund Units (as the case may be, different from the subscriptions and redemptions terms then prevailing pursuant to the Fund Documents), including as the case may be the rebates of management fees to be paid to Société Générale or any of its affiliates, the termination of such agreement by the Fund or a Fund Service Provider for reasons beyond the control of Société Générale or its affiliates or the failing or ceasing of such agreement to be in full force and effect or the Fund or the Fund Service Provider disaffirms, disclaims, repudiates or rejects in whole or in part or challenges the validity of such agreement;

- C. **Closure of the Fund** means liquidation, winding up or dissolution of the Fund for any reason other than those mentioned in (F) or (K) below;
- D. **Fund Adviser Event** means that the Calculation Agent determines that over a period of twelve months, the total value of the assets managed by the Fund Adviser (including the Fund) has decreased by 50 per cent.(either due to redemptions or decrease in value of such assets);
- E. **Fund Hedging Disruption** means that a Hypothetical Investor is unable or it is impractical for a Hypothetical Investor, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any Hypothetical Hedge Positions or Optional Hypothetical Hedge Positions or (b) realize, recover or remit the proceeds of any such Hypothetical Hedge Positions, without limitation, where such inability or impracticability has arisen by reason of (i) the transfer of all illiquid assets of the Fund being all or part of the Optional Hypothetical Hedge Positions to a dedicated fund, account or structure pending the liquidation of such assets for the benefit of existing holders of the Fund Units (side pocket), (ii) the restriction on the amount or number of redemptions or subscriptions that the Fund (or the Fund Service Provider generally in charge of accepting the redemption or subscriptions orders) will accept in relation to a single date on which the Fund normally accepts redemption orders (a gate), (iii) the suspension for any reason of the subscription or redemption orders by the Fund (or the Fund Service Provider generally in charge of accepting the subscription and redemption orders), or (iv) the postponement of the payment of the balance of redemption proceeds to a date occurring after the financial statements of the Fund have been reviewed by the Fund's statutory auditors (holdback), or increase in charges or fees imposed by the relevant Fund or (v) any mandatory redemption, in whole or in part, of such Fund Unit imposed by the relevant Fund, in each case whether these events are imposed by the Fund without being envisaged in the Fund Documents on the Issue Date of the Warrants or are already envisaged by the Fund Documents on the Issue Date of the Warrants and are solely implemented by the Fund after such date;
- F. **Fund Insolvency Event** means, in respect of any Fund Unit, that the related Fund (a) is dissolved or has a resolution passed for its dissolution, winding-up, official liquidation (other than pursuant to a consolidation, amalgamation or merger); (b) makes a general assignment or arrangement with or for the benefit of its creditors, (c) (i) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organization or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (ii) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in clause (i) above and either (x) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (y) is not dismissed, discharged, stayed or restrained in each case within fifteen days of the institution or presentation thereof; (d) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (e) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets and such secured party maintains possession, or any such process is not dismissed,

discharged, stayed or restrained, in each case within fifteen days thereafter; or (f) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (a) through (e) above;

- G. **Fund Modification** means any change or modification of the related Fund Documents prevailing on the Issue Date of the Warrants, that could reasonably be expected to affect the value of such Fund Unit or the rights or remedies of any holders thereof (including but not limited to an open-end fund that becomes a closed-end fund), as determined by the Calculation Agent;
- H. **Fund Service Provider Event** means (a) a change, resignation, termination or replacement of any Fund Service Provider, (b) a change of control or indirect control of any Fund Service Provider, (c) any of the Fund Service Provider is subject to a **Fund Service Provider Insolvency Event**, where "Fund Service Provider Insolvency Event" has the same meaning as Fund Insolvency Event described in (F) above, except that Fund is replaced by Fund Service Provider or (d) in the reasonable opinion of the Calculation Agent, any of the Fund Service Providers is no longer deemed able to carry out its business with the standard of care which was prevailing on the Issue Date or the resignation, termination, replacement, or death of any person deemed to be key in the management of the Fund has occurred;
- I. **Holding Limit** means, assuming the Hypothetical Investor is Société Générale or any of its affiliates, that Société Générale and any of its affiliates, in aggregate hold, an interest in any one restricted Fund constituting or likely to constitute (directly or indirectly) ownership, control or the power to vote 25% or more of any class of voting securities of the Fund as determined by Société Générale. A "restricted Fund" for the purpose of this definition, means those assets subject to internal monitoring by Société Générale for purposes of its compliance with restrictions imposed by the Volcker Rule. As used herein, the "Volcker Rule" means the amendments to the Bank Holding Company Act of 1956 made by Section 619 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, including any requests, regulations, rules, guidelines or directives made by the relevant governmental authority under, or issued by the relevant governmental authority in connection with, such rule;
- J. **Holding Ratio** means the reduction of the Fund's aggregate net asset value under an amount that, in the reasonable opinion of the Calculation Agent, has, or is likely to have, a significant effect on the management conditions of the Fund or its operating expenses or would increase the proportion of Fund Units held, or likely to be held, by a Hypothetical Investor, or any funds managed by Société Générale or any of its affiliates, to such extent that the full redemption in one single Valid Order of the Fund Units held by a Hypothetical Investor or funds managed by the same, is likely to be impaired;
- K. **Increased Cost of Hedging** means that a Hypothetical Investor would incur a materially increased (as compared with circumstances existing on the Issue Date of the Warrants) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any Hypothetical Hedge Positions or Optional Hypothetical Hedge Positions or (b) realize, recover or remit the proceeds of any such Hypothetical Hedge Positions or Optional Hypothetical Hedge Positions, provided that, assuming the Hypothetical Investor is Société Générale or any of its affiliates, any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Société Générale or any of its affiliates shall not be deemed an Increased Cost of Hedging;

- L. **Insolvency** means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting a Fund, (a) all the Fund Units of that Fund are required to be transferred to a trustee, liquidator or other similar official or (b) holders of the Fund Units of that Fund become legally prohibited from transferring or redeeming them;
- M. **Liquidity Modification** means that the Fund modifies the terms and conditions at which subscription and/or redemption orders can be submitted or are settled by the Fund as provided in the Fund Documents as of the Issue Date of the Warrants or implements a modification of the conditions at which subscription and/or redemption orders can be submitted or are settled by the Fund regardless as to whether the principle of such modification was already envisaged in the Fund Documents as of the Issue Date of the Warrants;
- N. **Merger Event** means the conversion of the Fund Unit into another class of fund units or securities, or the split of the Fund, its consolidation or its merger with, or its sale or its conveyance of all or substantially all its assets to, a third party;
- O. **Nationalization** means that all the Fund Units or all or substantially all the assets of a Fund are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof;
- P. **Regulatory Action** means, with respect to any Fund Unit, (a) cancellation, suspension or revocation of the registration or approval of such Fund Unit or the related Fund by any governmental, legal or regulatory entity with authority over such Fund Unit or Fund, (b) any change in the legal, tax, accounting, or regulatory treatments of the relevant Fund or its Fund Service Provider that is reasonably likely to have an adverse impact on the value of such Fund Unit or on any investor therein (as determined by the Calculation Agent), or (c) the related Fund or any of its Fund Service Provider becoming subject to any investigation, proceeding or litigation by any relevant governmental, legal or regulatory authority involving the alleged violation of applicable law for any activities relating to or resulting from the operation of such Fund or Fund Service Provider;
- Q. **Reporting Disruption** means, in respect of any Fund Unit, any failure of the related Fund to deliver, or cause to be delivered, (a) information that such Fund has agreed to deliver, or cause to be delivered to a Hypothetical Investor or (b) information that has been previously delivered to a Hypothetical Investor in accordance with such Fund, or its authorized representative's, normal practice and that the Calculation Agent deems necessary to monitor such Fund's compliance with any investment guidelines, asset allocation methodologies or any other similar policies relating to such Fund Units;
- R. **Strategy Breach** means (a) any breach or violation of any strategy or investment guidelines stated in the related Fund Documents, that is reasonably likely to affect the value of the Fund Units or the rights or remedies of any holders thereof, in each case, as determined by the Calculation Agent or (b) any material modification, as determined by the Calculation Agent, of the risk profile of the Fund from its risk profile prevailing on the Issue Date of the Warrants by reason of, but not limited to, the modification of the proportions, or reduction of diversification, of the type of assets in which the Fund invests or a reduction of the average liquidity of the assets of the Fund.

then the Calculation Agent may:

- V. consider such Extraordinary Event as an event triggering an early termination of the Warrants (hereafter, an **Early Termination Event**). In that case, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible after the Early Termination Event, (in the case of Cash Settled Warrants) an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (in the case of Physical Delivery Warrants), subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions; or
- W. in the case of (M) above only, replace the Fund Unit by the kind and number of units or other securities and property receivable on such conversion, split, consolidation, merger, sale or conveyance by a holder of Fund Units prior to such conversion, split, consolidation, merger, sale or conveyance for the purposes of determining the value of the Fund Unit and make any adjustment (if necessary) to the value of such Fund Unit; or
- X. apply any of the following methods:
- (a) **Substitution** and the Calculation Agent shall (i) identify a fund (the **Substitute Fund**) having an investment strategy similar to the investment strategy of the Fund affected by the Extraordinary Event (the **Affected Fund**) and (ii) may adjust any relevant terms of the Warrants to preserve the economic equivalent of the obligations of the Issuer under the Warrants.

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

- (b) Postponement to the Adjusted Payment Date (as defined below), or
- (c) Monetisation to the Expiration Date (as defined below), or

or, but only in the case of Increased Cost of Hedging (and provided that the Warrants are not listed on the Italian Stock Exchange (Borsa Italiana S.p.A.):

- Y. in the case of Cash Settled Warrants, deduct (a) from the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or the Early Termination Settlement Amount (if any) due under the Warrants, as the case may be, on the payment date of the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount (if any) and (b) in the absence of any Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount in respect of the Warrants, from the Cash Settlement Amount due on the Settlement Date, in each case after the occurrence of the Increased Cost of Hedging, the amount of any new, or any increase of, any tax, duty, expense or fee, that triggered the occurrence of the Increased Cost of Hedging incurred by Societe Generale or any of its affiliates in relation to the Hypothetical Hedge Positions hedging the payment obligations of the Issuer under the Warrants, such amount to be apportioned pro rata

amongst the outstanding Warrants (such reduction being the **Reduction Amount** and the result of such deduction being floored at zero); or

- Z. in the case of Physical Delivery Warrants, any Physical Delivery Amount, Event-Linked Early Settlement Price, Early Termination Physical Delivery Amount or Early Trigger Level Physical Delivery Amount which is calculated in connection with the Warrants shall be reduced by the Reduction Amount (subject to a floor of zero).

2.3 Disruption Events and consequences

- 2.3.1 Upon the occurrence or the likely occurrence, as determined by the Calculation Agent, of any of the following events (each a **Disruption Event**) in respect of a Valuation Date or an Averaging Date (the **Disrupted Day**) and a Fund or Fund Unit (the **Affected Fund**):

- A. **Calculation and/or Publication Disruption** means the occurrence of an event, beyond the control of a Hypothetical Investor (including in case of any gate, deferral, suspension or other provisions in the Fund Documents permitting the Fund to delay or refuse subscription and/or redemption orders) which precludes the calculation and/or publication of the official net asset value per Fund Unit by the Fund (or the Fund Service Provider generally in charge of calculating such official net asset value); or
- B. **Fund Settlement Disruption** means a failure by the Fund to pay in cash the full amount of the redemption proceeds on the date by which the Fund was scheduled to have paid such amount and which, in the determination of the Calculation Agent, makes it impossible or impracticable for the Calculation Agent to determine the Closing Price, including without limitation due to (a) the transfer of all illiquid assets of such Fund to a dedicated fund, account or structure pending the liquidation of such assets for the benefit of existing holders of the Fund Units (side pocket), (b) the restriction on the amount or number of redemptions orders that the Fund (or the Fund Service Provider generally in charge of accepting redemption orders) will accept in relation to a single date on which the Fund normally accepts redemption orders (a gate), (c) the suspension for any reason of the subscription or redemption orders by the Fund (or the Fund Service Provider generally in charge of accepting subscription and redemption orders), or (d) the postponement of the payment of the balance of redemption proceeds to a date occurring after the financial statements of the Fund have been reviewed by the Fund's statutory auditors (holdback), in each case whether these events are imposed by the Fund without being envisaged in the Fund Documents on the Issue Date of the Warrants or are already envisaged by the Fund Documents on the Issue Date of the Warrants and are solely implemented by the Fund after such date; or
- C. **NAV Determination Disruption Event** means the occurrence of any event (beyond the control of a Hypothetical Investor) other than the events mentioned in "*Calculation and/or Publication Disruption*" in (A) above or "*Fund Settlement Disruption*" in (B) above affecting such Fund which, in the determination of the Calculation Agent, makes it impossible or impracticable for the Calculation Agent to determine the Closing Price,

the Valuation Date or the Averaging Date (the **Scheduled Valuation Date** and the **Scheduled Averaging Date** respectively) in respect of the Affected Fund, shall be postponed to the immediately following Fund Business Day or Fund Valuation Day (as specified in relation to such Valuation Date or Averaging Date in the applicable Final Terms) that is no longer affected by a Disruption Event for such Affected Fund.

If a Disruption Event has occurred or is continuing on each of the five scheduled Fund Business Days or Fund Valuation Days, as the case may be, following the Scheduled Valuation Date or the Scheduled Averaging Date or if no Fund Business Day or Fund Valuation Day, as the case may be, that is not affected by a Disruption Event has occurred at the latest on the thirty-fifth calendar day following the Scheduled Valuation Date or the Scheduled Averaging Date, then the Calculation Agent may either:

- X. determine its good faith estimate of the net asset value per Fund Unit of such Fund which shall be deemed to be the Closing Price in respect of such Valuation Date;
- Y. consider such Disruption Event as an event triggering an early termination of the Warrants (hereafter, an **Early Termination Event**). In the case where an Early Termination Event occurs, the Issuer shall terminate its obligations under the Warrants and shall pay or cause to be paid, deliver or cause to be delivered, as the case may be, as soon as possible after the Early Termination Event (in the case of Cash Settled Warrants) an Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (in the case of Physical Delivery Warrants), subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions; or
- Z. apply any of (i) "Monetisation until the Expiration Date", (ii) "Postponement to the Adjusted Settlement Date" or (iii) Substitution.

Provided that,

- (b) If "*Optional Early Expiration at the option of the Issuer*" or "*Optional Early Expiration at the option of the Warrantholder*" is specified as being applicable in the applicable Final Terms of the relevant Warrants:
 - (i) upon the occurrence or likely occurrence of a Disruption Event, the Warrantholder Optional Exercise Notices or the exercise by the Issuer of its right of optional settlement relating to an Optional Early Settlement Date with an Optional Early Settlement Cut-Off Date falling after the date of such occurrence shall be null and void;
 - (ii) upon the occurrence or likely occurrence of a Disruption Event, with respect to Warrantholder Optional Exercise Notices or the exercise by the Issuer of its right of optional settlement relating to an Optional Early Settlement Date with an Optional Early Settlement Cut-Off Date falling on or before the date of such occurrence, the Calculation Agent may proceed with the determinations and/or adjustments described in (X), (Y) or (Z) above;
- (c) if a Scheduled Averaging Date is a Disrupted Day, the Averaging Date shall be postponed pursuant to the provisions above to the first succeeding Fund Business Day or Fund Valuation Day, as the case may be, that is not a Disrupted Day provided it is not also a Scheduled Averaging Date; if on the earlier of (i) the fifth Fund Business Day or Fund Valuation Day, as the case may be, following the Scheduled Averaging Date and (ii) the thirty-fifth calendar day following the Scheduled Averaging Date, a Fund Business Day or Fund Valuation Day, as the case may be, that is not a Disrupted Day nor another Scheduled Averaging Date has not occurred, then that fifth Fund Business Day or Fund Valuation Day, or that thirty-fifth calendar day, as the case may be, shall be deemed the Averaging Date (irrespective of whether that fifth

Fund Business Day or Fund Valuation Day, or that thirty-fifth calendar day, as the case may be, is also a Scheduled Averaging Date), and the Calculation Agent shall make on that day the determinations described in (X) above, and the good faith estimate of the net asset value per Fund Unit of such Fund so calculated shall be deemed the Closing Price; and

- (d) notwithstanding the foregoing, a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) shall occur not later than the fourth Business Day before the date of any payment to be made under the Warrants on the basis of determinations made on such Valuation Date or Averaging Date; if a Valuation Date (postponed as the case may be pursuant to the provisions above) would fall after the fourth Business Day prior to the date of any payment to be made under the Warrants on the basis of determinations made on such Valuation Date or Averaging Date, then that fourth Business Day shall be deemed the Valuation Date or the Averaging Date and the Calculation Agent shall elect to make the determinations and/or adjustments described in either (X), (Y) or (Z) above on such fourth Business Day and, in case the Calculation Agent elects to make the determinations described in (X) above, the good faith estimate of the net asset value of the Fund so calculated shall be deemed the Closing Price, *provided however that* in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Swedish Central Securities Depository (Euroclear Sweden AB), the Norwegian Central Securities Depository (Verdipapirsentralen ASA) or the Finnish Central Securities Depository (Euroclear Finland Ltd), all references to the word "fourth" above shall be deemed to be references to the word "twelfth".

2.4 Consequences of Settlement Disruption Event

Upon the occurrence or the likely occurrence, as determined by the Calculation Agent, of a Settlement Disruption Event, then the Calculation Agent may either:

- (i) consider such Settlement Disruption Event as an event triggering an early termination of the Warrants (hereafter, an **Early Termination Event**). In that case, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible after the Early Termination Event, (in the case of Cash Settled Warrants) an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (in the case of Physical Delivery Warrants), subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount on the basis of Market Value determined in accordance with Condition 5.9 of the General Terms and Conditions; or
- (ii) apply Postponement to the Adjusted Settlement Date (as described in Condition 3.1.2 of these Additional Terms and Conditions).

3. POSTPONEMENT TO THE ADJUSTED PAYMENT DATE - SUBSTITUTION

3.1 Postponement to the Adjusted Settlement Date

Cash Settled Warrants

Following the occurrence of an event giving rise to Postponement to the Adjusted Settlement Date, the Issuer shall no longer be liable for the payment of (1) the Optional Early Settlement Amount on the Optional Early Settlement Date and/or (2) the Cash Settlement Amount as defined in the applicable

Final Terms on the Settlement Date, but instead will, in full and final satisfaction of its obligations, pay an amount described in Condition 3.1.1 of these Additional Terms and Conditions.

Notwithstanding the above, following the occurrence or likely occurrence of a Settlement Disruption Event, the Issuer shall no longer be liable for the payment on the Settlement Date of the Optional Early Settlement Amount and/or the Cash Settlement Amount, but instead will in full and final satisfaction of its obligations, pay an amount described in Condition 3.1.2 below.

Physical Delivery Warrants

Following the occurrence of an event giving rise to Postponement to the Adjusted Settlement Date, the Issuer shall no longer be liable for delivery of (1) the Physical Delivery Amount related to the Optional Early Settlement Date and/or (2) the Physical Delivery Amount as defined in the applicable Final Terms on the Settlement Date, but instead will, in full and final satisfaction of its obligations and subject to payment of the Exercise Price divided, if applicable, by the Parity, deliver Deliverable Assets in an amount equal to the sum of (i) the amount described in Conditions 3.1.1 and/or 3.1.2 of these Additional Terms and Conditions and (ii) the Exercise Price divided, if applicable, by the Parity.

3.1.1 Postponement to the Adjusted Early Settlement Date

3.1.1.1 *In respect of the termination of Warrants whose Optional Early Settlement Amount as defined in the applicable Final Terms could be as low as zero*

Pursuant to the provisions of Condition 3.1 of these Additional Terms and Conditions, the Calculation Agent shall determine in respect of the Adjusted Early Settlement Date an amount per Warrant based on (a) the net positive cash amount that a Hypothetical Investor would be left with on the Optional Full Liquidation Date, as a result of liquidating the Intermediate Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Settlement Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision.

For the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Optional Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Optional Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

3.1.1.2 *in respect of the termination of Warrants whose Optional Early Settlement Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the **Optional Minimum Settlement Amount**).*

Pursuant to the provisions of Condition 3.1 of these Additional Terms and Conditions, the Calculation Agent shall determine (1) in respect of the Optional Early Settlement Date an amount per Warrant equal to the Optional Minimum Settlement Amount and (2) in respect of the Adjusted Early Settlement Date an amount per Warrant, equal to the positive difference between:

- (i) (a) the net positive cash amount that a Hypothetical Investor would be left with on the Optional Full Liquidation Date, as a result of liquidating the Optional Hypothetical Hedge Positions (*inter*

alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Settlement Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision; and

- (ii) an amount equal to the Optional Minimum Settlement Amount.

For the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Optional Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Optional Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

3.1.2 Postponement to the Adjusted Settlement Date

- 3.1.2.1 *In respect of the termination of Warrants whose Optional Early Settlement Amount or Settlement Amount as defined in the applicable Final Terms could be as low as zero*

Pursuant to the provisions of Condition 3.1 of these Additional Terms and Conditions, the Calculation Agent shall determine in respect of the Adjusted Settlement Date an amount per Warrant based on (a) the net positive cash amount that a Hypothetical Investor would be left with on the Optional Full Liquidation Date and/or Full Liquidation Date, as a result of liquidating the Hedge Positions and/or the Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hypothetical Hedge Positions and/or Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hypothetical Hedge Positions and/or the Hedge Positions (as the case may be) minus (b) the Associated Costs (the result of which converted if necessary into the Settlement Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date and/or the Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period, if any, (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Optional Full Liquidation Date and/or the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Adjusted Settlement Date (excluded), *provided however that* in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Swedish Central Securities Depository (Euroclear Sweden AB), the Norwegian Central Securities Depository (Verdipapirsentralen ASA) or the Finnish Central Securities Depository (Euroclear Finland Ltd), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth".

For the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Optional Hypothetical Hedge Positions and/or Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Optional Hypothetical Hedge Positions and/or Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

- 3.1.2.2 *in respect of the termination of Warrants whose Optional Early Settlement Amount or Settlement Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the **Minimum Settlement Amount**)*

Pursuant to the provisions of Condition 3.1 of these Additional Terms and Conditions, the Calculation Agent shall determine (1) in respect of the Settlement Date an amount per Warrant equal to the Minimum Settlement Amount and (2) in respect of the Adjusted Settlement Date an amount per Warrant, determined by the Calculation Agent, equal to the positive difference between:

- (i) (a) the net positive cash amount that a Hypothetical Investor would be left with on the Optional Full Liquidation Date and/or the Full Liquidation Date, as a result of liquidating (a) the net positive cash amount that a Hypothetical Investor would be left with on the Optional Full Liquidation Date and/or Full Liquidation Date, as a result of liquidating the Optional Hypothetical Hedge Positions and/or the Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hypothetical Hedge Positions and/or Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions and/or the Hedge Positions (as the case may be) minus (b) the Associated Costs (the result of which converted if necessary into the Settlement Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date and/or the Full Liquidation Date, is a **Calculation Amount** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period, if any, (which for the purposes of this provision and of the Compounding Method shall be a **Calculation Period**) between (x) the Optional Full Liquidation Date and/or the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Adjusted Settlement Date (excluded), *provided however that* in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Swedish Central Securities Depository (Euroclear Sweden AB), the Norwegian Central Securities Depository (Verdipapirsentralen ASA) or the Finnish Central Securities Depository (Euroclear Finland Ltd), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth".
- (ii) an amount equal to the Minimum Settlement Amount.

For the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Optional Hypothetical Hedge Positions and/or Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Optional Hypothetical Hedge Positions and/or Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

- 3.1.2.3 Notwithstanding the above, if the Full Liquidation Date has not occurred, at the latest on the fourth Business Day preceding the Postponed Settlement Date, as determined by the Calculation Agent, the amount paid by the Issuer on the Postponed Settlement Date pursuant to Conditions 3.1.2.1 and 3.1.2.2 above, shall be determined by the Calculation Agent on the basis of (a) the net positive cash amount that a Hypothetical Investor would be left with on such fourth Business Day preceding the Postponed Settlement Date as a result of liquidating (pursuant to the provisions above) the Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such the Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Settlement Currency using the Relevant Spot Exchange Rate on the fourth Business Day preceding the Postponed Settlement Date, is a **Calculation Amount** for the purposes of this provision), *provided however that* in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Swedish Central Securities Depository (Euroclear Sweden AB), the Norwegian Central Securities Depository (Verdipapirsentralen ASA) or the Finnish Central Securities Depository (Euroclear Finland Ltd), all references to the word "fourth" in (y) above shall be deemed to be references to the word "twelfth".

For the avoidance of doubt, the liquidation proceeds of any assets held by the Hypothetical Investor under its Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hypothetical Investor under its Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

3.2 Substitution

The Calculation Agent shall (i) identify a fund (the **New Fund**) having an investment strategy similar to the investment strategy of the Fund affected by the event giving rise to the Substitution and (ii) may adjust any relevant terms of the Warrants to preserve the economic equivalent of the obligations of the Issuer under the Warrants.

ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED WARRANTS

The provisions of these Additional Terms and Conditions for Credit Linked Warrants apply if the applicable Final Terms specify that (i) the clause "*Type of Warrants*" is stated as being "*Credit Linked Warrants*" and (ii) "*Credit Linked Warrants Provisions*" is stated as being "*Applicable*". In such a case, the "*Credit Linked Warrants Provisions*" of the applicable Final Terms will also specify whether "*Part A (2009 definitions)*", "*Part B (2014 definitions)*" and/or "*Part C (Additional Provisions for Mixed Reference Portfolio)*" of these Additional Terms and Conditions for Credit Linked Warrants applies. If relevant, the applicable Final Terms will also specify whether "*Part D (Additional Provisions related to CDS Spread)*" apply.

The 2009 ISDA Credit Derivatives Determinations Committees and Auction Settlement Supplement and the 2014 ISDA Credit Derivatives Definitions may be obtained from the relevant Issuer upon request at the address and contact details appearing in the clause "*Address and contact details of Société Générale for all administrative communications relating to the Warrants*" in the applicable Final Terms.

References in these Additional Terms and Conditions for Credit Linked Warrants to a "Condition" or "these Additional Terms and Conditions" shall be construed as a reference to the relevant conditions in these Additional Terms and Conditions for Credit Linked Warrants unless otherwise specified herein.

Capitalised terms used but not defined herein shall have the meanings given to them in the Terms and Conditions of the Warrants.

PART A (2009 DEFINITIONS)

Capitalised terms used but not defined in Condition 1 of this "*Part A (2009 definitions)*" have the meanings given to them in Condition 2 of this "*Part A (2009 definitions)*", save to the extent it is completed in the applicable Final Terms. Any reference to a Condition of "these Additional Terms and Conditions" in this Part A (*2009 Definitions*) shall be a reference to the conditions of this Part A (*2009 Definitions*).

For the purposes of this "Part A (2009 definitions)":

"" means that the section so indicated will be deemed not to apply if the applicable Final Terms specify that the clause "Settlement Method" is stated as being "Physical Settlement".*

*"***" means that the section so indicated will be deemed not to apply if the applicable Final Terms specify that "Settlement Method" is stated as being "Cash Settlement".*

1. CREDIT EVENT PROVISIONS

1.1 Physical Settlement

If the Warrants are Single Name Warrants or First-to-Default Warrants and if the applicable Final Terms specify that the clause "Settlement Method" is stated as being "Physical Settlement".

1.1.1 Physical Settlement

- 1.1.1.1 If a Credit Event has occurred, as determined by the Calculation Agent, in the period from and including the First Credit Event Occurrence Date to and including the Last Credit Event Occurrence Date and a Credit Event Notice and, if applicable, a Notice of Publicly Available Information, are delivered during the Notice Delivery Period by or on behalf of the Issuer to the relevant Clearing System for the Warrantholders' information, then (i) the Issuer will no longer be liable for the payment of the Cash Settlement Amount on the relevant Settlement Date or, as the case may be, to transfer the Physical

Delivery Amount to the Warrantholder against payment of the Exercise Price divided, if applicable, by the Parity, (ii) each Warrant shall continue to be exercisable during the Exercise Period or on the Expiration Date, as the case may be and (iii) following exercise of any Warrant, the Issuer will in full and final satisfaction of its obligations hereunder in respect of payments due under the Warrants, Deliver or procure Delivery of the Credit Linked Physical Delivery Amount to the Warrantholders during the Physical Settlement Period, subject to the next following paragraph and the cash settlement provisions hereafter.

The Delivery of the Specified Deliverable Obligations (or the payment of the Credit Event Payment Amount as the case may be) is subject to the prior delivery by or on behalf of the Issuer to the relevant Clearing System for the Warrantholders' information, of a Notice of Physical Settlement between the Credit Event Determination Date and the Latest Notification Date (both dates inclusive).

- 1.1.1.2 Following the occurrence of a Credit Event with respect to a Reference Entity, the Issuer has sole and absolute discretion to select the Specified Deliverable Obligations.
- 1.1.1.3 The Issuer will not necessarily Deliver all the Specified Deliverable Obligations on the same date, and may Deliver Specified Deliverable Obligations to different Warrantholders on different dates or to the same Warrantholder on different dates.
- 1.1.1.4 The Issuer is not obliged to Deliver the same type and proportion of Deliverable Obligations to each Warrantholder and a Warrantholder may receive various types of Deliverable Obligations.
- 1.1.1.5 If any or all of the Specified Deliverable Obligations are not eligible for clearance by the relevant Clearing System, then the Issuer may, at its discretion but upon prior notice to the Warrantholders, arrange:
 - (A) Delivery of those Specified Deliverable Obligations, if any, that are eligible for clearance by the relevant Clearing System in the relevant Clearing System and Delivery of those Specified Deliverable Obligations that are not eligible for clearance by the relevant Clearing System outside the relevant Clearing System; or
 - (B) Delivery of all the Specified Deliverable Obligations (whether or not those Specified Deliverable Obligations are eligible for clearance) outside the relevant Clearing System.

The relevant Clearing System will then be instructed to block and, upon confirmation by the Issuer that delivery has taken place, cancel the Warrantholders' positions in its books and the Fiscal Agent in turn will cancel the outstanding Warrants. If Delivery is to take place outside the relevant Clearing System, the Issuer shall have to receive the relevant Warrantholders' transfer instructions in terms that are satisfactory to the Issuer sufficiently before the Latest Permissible Physical Settlement Date to allow for physical settlement, otherwise the cash settlement provisions set out below will apply.

- 1.1.1.6 If the Credit Linked Physical Delivery Amount comprises less than a whole number of securities at the relevant time, then (i) the Issuer shall not deliver and the relevant Warrantholder shall not be entitled to receive in respect of its Warrants that fraction of a security (the **Fractional Entitlement**) and (ii) the Issuer shall pay to the relevant Warrantholder a cash amount equal to the value of such Fractional Entitlement (as determined by or on behalf of the Issuer).

1.1.2 Fallback to Cash Settlement

- 1.1.2.1 If, on the Latest Permissible Physical Settlement Date, the Calculation Agent (acting on behalf of the Issuer) determines that it is Illegal or Impossible for the Issuer to Deliver all or part of the Specified Deliverable Obligations to all or some of the Warrantholders or if the Issuer does not receive transfer instructions as described in the last sentence of Condition 1.1.1.5 above, of these Additional Terms and Conditions, then the Calculation Agent will calculate a Credit Event Payment Amount, in respect of such part of the Specified Deliverable Obligations which are Undeliverable Obligations and the Issuer will, on the Settlement Date, pay or procure payment of a Credit Event Payment Amount to the relevant Warrantholders in full and final satisfaction of its obligations in respect of the Undeliverable Obligations.
- 1.1.2.2 The Issuer must notify the relevant Warrantholders through the relevant Clearing System that there are Undeliverable Obligations and the reasons why it is Illegal or Impossible to Deliver such Specified Deliverable Obligations.
- 1.1.2.3 If, before the Latest Permissible Physical Settlement Date, the Calculation Agent determines that the Delivery of all of the Specified Deliverable Obligations is Illegal or Impossible; and it deems such Delivery is to remain Illegal or Impossible until the Latest Permissible Physical Settlement Date, then the Calculation Agent may give notice thereof to the relevant Clearing System for the attention of the Warrantholders. The Credit Valuation Date will then be the date that is two Business Days after the date on which the Calculation Agent delivers such notice to the relevant Clearing System, and the Issuer will pay the Warrantholders a Credit Event Payment Amount on the Settlement Date in full and final satisfaction of its obligations in respect of the Undeliverable Obligations.
- 1.1.2.4 If Delivery is partially Illegal or Impossible, the Issuer may, for each Warrantholder, Deliver the Specified Deliverable Obligations and pay a Credit Event Payment Amount. The Issuer shall not be obliged to ensure that each Warrantholder receives the same type and proportion of Deliverable Obligations and the same proportion of Deliverable Obligations and Credit Event Payment Amount as each other Warrantholder.
- 1.1.2.5 If Condition 1.1.2.1 or Condition 1.1.2.3 above applies, the Issuer may arrange that all settlements hereunder be made outside the relevant Clearing System in the manner described in Condition 1.1.1.5 above provided that the Issuer receives transfer instructions in terms that are satisfactory to the Issuer to allow for such settlements.
- 1.1.2.6 The Calculation Agent will inform the Warrantholders via the relevant Clearing System of the Credit Event Payment Amount by sending a Final Valuation Notice.

1.2 Cash Settlement

If the applicable Final Terms specify that the clause "Settlement Method" is stated as being "Cash Settlement".

1.2.1 If a Credit Event has occurred, as determined by the Calculation Agent, in the period from and including the First Credit Event Occurrence Date to and including the Last Credit Event Occurrence Date and a Credit Event Notice and, if applicable a Notice of Publicly Available Information, are delivered during the Notice Delivery Period by or on behalf of the Issuer to the Warrantholders, then:

- (i) the Issuer will no longer be liable for the payment of the Cash Settlement Amount on the relevant Settlement Date or, as the case may be, to transfer the Physical Delivery Amount to the Warrantholder against payment of the Exercise Price divided, if applicable, by the Parity;
- (ii) each Warrant shall continue to be exercisable during the Exercise Period or on the Expiration Date, as the case may be; and
- (iii) following exercise of any Warrant, the Issuer will pay or procure payment of the Credit Event Payment Amount (or a formula based on the Credit Event Payment Amount, as specified in the applicable Final Terms) on the Settlement Date, in full and final satisfaction of its obligations hereunder in respect of the exercise of each Warrant.

The Selected Obligations, the Credit Event Payment Amount and the Settlement Date shall be notified to the Warrantholders in the Final Valuation Notice on the Final Valuation Notice Receipt Date.

1.2.2 For the avoidance of doubt, under no circumstances will the Final Value be determined later than the 180th Business Day following the corresponding Credit Event Determination Date.

1.2.3 Notwithstanding any other provision to the contrary, where **"Alternative Physical Settlement"** is specified as applying in the applicable Final Terms and the Issuer would, but for this Condition 1.2.3, be required to pay the Credit Event Payment Amount on the Settlement Date in accordance with Condition 1.2.1 above, it shall, in place of such payment, deliver to the Warrantholders the Alternative Physical Delivery Amount in accordance with and subject to the provisions of Condition 5.1.2 of the General Terms and Conditions in full and final settlement of its obligations hereunder as if the applicable Warrant was a Physical Delivery Warrant, provided that for such purposes references to the relevant Physical Delivery Amount shall be deemed to be references to the Alternative Physical Delivery Amount. Delivery of the Alternative Physical Delivery Amount shall be made in accordance with Condition 4.12 of the General Terms and Conditions and subject to Condition 16.2.2 of the General Terms and Conditions as if references in those Conditions to the Physical Delivery Amount were references to the Alternative Physical Delivery Amount.

1.3 Credit Event Notice after Restructuring

Upon the occurrence of a Restructuring in the period from and including the First Credit Event Occurrence Date to and including the Last Credit Event Occurrence Date if either "Restructuring Maturity Limitation and Fully Transferable Obligation" or "Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation" is specified as "Applicable" in the applicable Final Terms:

1.3.1 **Single Name Warrants and First-to-Default Warrants**

If the applicable Final Terms specify that the clause "Settlement Type" is stated as being "American Settlement":

- 1.3.1.1 the Calculation Agent may deliver multiple Credit Event Notices with respect to such Restructuring, each such Credit Event Notice setting forth an amount (the **Partial Cancellation Amount**) that is less than the Nominal Amount of each outstanding Warrant immediately prior to the delivery of such Credit Event Notice. In such circumstances the provisions of Condition 1.1 or Condition 1.2 of these Additional Terms and Conditions shall be deemed to apply to the Partial Cancellation Amount only and each such Warrant shall be exercised in part (such exercised part being equal to the Partial Cancellation Amount) (and for the avoidance of doubt, without prejudice to the effect of the Principal Credit Factor on the settlement amount);
- 1.3.1.2 for the avoidance of doubt (i) the Nominal Amount of each such Warrant not so exercised in part shall remain outstanding and (ii) the provisions of Condition 1.1 or Condition 1.2 of these Additional Terms and Conditions shall apply to such Nominal Amount outstanding of such Warrant in the event that subsequent Credit Event Notices are delivered in respect of a Reference Entity; and
- 1.3.1.3 on exercise of part of each Warrant the relevant Warrant or, if the Warrants are represented by a Global Warrant, such Global Warrant, shall be endorsed to reflect such partial exercise.

For the avoidance of doubt, the outstanding Nominal Amount of each Warrant in respect of which no Credit Event Notice has been delivered during the Notice Delivery Period (and, if applicable, no Potential Repudiation/Moratorium or Potential Failure to Pay has occurred on or prior to the Scheduled Last Credit Event Occurrence Date) will be exercised in accordance with Condition 5.1 of the General Terms and Conditions.

If the applicable Final Terms specify that the clause "Settlement Type" is stated as being "European Settlement":

- 1.3.1.4 the Calculation Agent may deliver multiple Credit Event Notices with respect to such Restructuring, each such Credit Event Notice setting forth an amount (the **Partial Cancellation Amount**) that is less than the Nominal Amount outstanding of each Warrant immediately prior to the delivery of such Credit Event Notice. In such circumstances the provisions of Condition 1.1 or Condition 1.2 of these Additional Terms and Conditions shall apply to the Partial Cancellation Amount; and
- 1.3.1.5 for the avoidance of doubt, the provisions of Condition 1.1 or Condition 1.2 of these Additional Terms and Conditions shall apply to the Nominal Amount of each Warrant outstanding after reduction by such Partial Cancellation Amount in the event that subsequent Credit Event Notices are delivered in respect of a Reference Entity.

1.3.2 **Basket Warrants and Tranche Warrants**

(a) The Calculation Agent may deliver multiple Credit Event Notices with respect to such Restructuring, each such Credit Event Notice setting forth an amount (the **Partial Restructuring Notional Amount**) that is less than the Reference Entity Notional Amount of the relevant Reference Entity immediately prior to the delivery of such Credit Event Notice. In such circumstances the provisions of Condition 1.2 of

these Additional Terms and Conditions shall apply to the Partial Restructuring Notional Amount instead of the Reference Entity Notional Amount; and

(b) for the avoidance of doubt, following such Restructuring, the provisions of these Additional Terms and Conditions for Credit Linked Warrants shall apply in respect of the relevant Reference Entity with such Reference Entity's Reference Entity Weighting being reduced by the ratio of the Partial Restructuring Notional Amount divided by the Reference Portfolio Notional Amount. In the event of the occurrence of further Restructurings with respect to such Reference Entity, the relevant Reference Entity Notional Amount will be further reduced by the relevant Partial Restructuring Notional Amount.

1.4 Multiple Successors

If the applicable Final Terms specify that the clause "Type of Credit Linked Warrants" is stated as being "Single Name Warrants" and if "Multiple Successor(s)" is stated as being "Applicable", the following provisions shall apply:

Where, pursuant to the definition of **Successor** (as defined in Condition 2 of these Additional Terms and Conditions for Credit Linked Warrants), more than one Successor has been identified, each such Successor (a **Multiple Successor**) shall be a Reference Entity for the purposes of the Terms and Conditions, but only in respect of an amount of each Warrant equal to the outstanding Nominal Amount divided by the number of Multiple Successors to such Reference Entity (the **Multiple Successor Notional Amount**) as determined by the Calculation Agent (for the avoidance of doubt, without prejudice to the effect of the Principal Credit Factor on the settlement amount). Where Multiple Successors to such Reference Entity (each, a **Sub-Multiple Successor**) have been identified in respect of a Reference Entity (an **Original Multiple Successor**) that is itself a Multiple Successor, each such Sub-Multiple Successor shall be a Reference Entity for the purposes of the Terms and Conditions, but the Multiple Successor Notional Amount in respect of a Sub-Multiple Successor shall be equal to the Multiple Successor Notional Amount in respect of such Original Multiple Successor divided by the number of Sub-Multiple Successors to such Original Multiple Successor. Following the delivery of a Credit Event Notice and, unless specified as "*Not applicable*" in the applicable Final Terms, the delivery of a Notice of Publicly Available Information, in respect of a Multiple Successor, the Warrants, following a valid exercise of such Warrants in accordance with Condition 3 of the General Terms and Conditions, will not be cancelled in whole but an amount shall be deliverable or, as the case may be, payable in respect of each Warrant that has been so exercised (an **Instalment Amount**) which amount shall be determined in the same manner, *mutatis mutandis*, as the Credit Linked Physical Delivery Amount, Credit Event Payment Amount or Alternative Physical Delivery Amount, as the case may be, that would otherwise have been determined in respect of such a Credit Event in relation to the original Reference Entity, except that it shall be in respect of a part of the Nominal Amount of each Warrant equal to the relevant Multiple Successor Notional Amount only. The date of delivery or payment, as the case may be, of any such Instalment Amount (an **Instalment Date**) shall be determined in the same manner, *mutatis mutandis*, as the Physical Settlement Date or Settlement Date that would otherwise have been determined in respect of such a Credit Event in relation to the original Reference Entity. More than one Instalment Amount may be delivered or payable on the same day in respect of different Multiple Successors, but not more than one Credit Event Notice may be delivered in relation to a single Multiple Successor unless a Restructuring occurs in relation to a Multiple Successor, in which case the provisions of Condition 1.3 of these Additional Terms and Conditions will apply in respect of each such Multiple Successor. Upon the determination by the Calculation Agent of the identity of Multiple Successors, the Calculation Agent shall determine the modifications required to be made to the Terms and Conditions and any other related documents, to preserve substantially the economic effect for a

Warrantholder of a holding of the Warrants and the Issuer shall use its reasonable endeavours to effect such modifications.

If the applicable Final Terms specify that the clause "Settlement Type" is stated as being "American Settlement":

Following delivery or payment of an Instalment Amount in respect of a Credit Event relating to a Multiple Successor, the outstanding Nominal Amount of each Warrant shall be correspondingly reduced by the proportion of the Nominal Amount used to determine such Instalment Amount.

If the applicable Final Terms specify that the clause "Settlement Type" is stated as being "European Settlement":

Following the occurrence of a Credit Event relating to a Multiple Successor, the outstanding Nominal Amount of each Warrant shall be correspondingly reduced by the proportion of the Nominal Amount used to determine the corresponding Instalment Amount.

If the applicable Final Terms specify that the clause "Type of Credit Linked Warrants" is stated as being "Single Name Warrants" and if "Multiple Successor(s)" is specified as being "Not applicable", the following provisions shall apply:

Should more than one Successor succeed to the Reference Entity and if a Credit Event occurs in respect of any one of them, payment or delivery of the Credit Event Payment Amount or Credit Linked Physical Delivery Amount or Alternative Physical Delivery Amount, as the case may be, shall occur in whole in accordance with the Settlement Method specified in the applicable Final Terms, as if the Type of Credit Linked Warrants was specified as "First-to-Default Warrants" in the applicable Final Terms.

For the avoidance of doubt, this Condition 1.4 will not apply to First-to-Default Warrants, Basket Warrants and Tranche Warrants.

1.5 Notification of Potential Failure to Pay

In the case of the occurrence of a Potential Failure to Pay, as determined by the Calculation Agent in its sole and absolute discretion, the Issuer, or any entity acting on its behalf, shall use its reasonable endeavours to notify the Warrantholders as soon as reasonably practical of such occurrence, pursuant to Condition 13 of the General Terms and Conditions.

1.6 Further Issues and Purchases

Following any purchase and cancellation of any Warrants pursuant to Condition 2.3 of the General Terms and Conditions or any further issue (pursuant to Condition 15 of the General Terms and Conditions), each of the following amounts will be multiplied by the ratio of (i) the number of Warrants in circulation after such purchase or further issue divided by (ii) the number of Warrants in circulation just before such purchase or further issue:

- (A) for Single Name Warrants and First-to-Default Warrants, the Aggregate Warrant Notional Amount;

- (B) for Basket Warrants which are not Tranche Warrants, (i) the Aggregate Warrant Notional Amount, (ii) the Reference Portfolio Notional Amount and (iii) the Aggregate Loss Amount; and
- (C) for Tranche Warrants, (i) the Aggregate Warrant Notional Amount, (ii) the Reference Portfolio Notional Amount, (iii) the Aggregate Loss Amount, (iv) the Tranche Notional Amount and (v) the Tranche Subordination Amount.

For the avoidance of doubt, any other amount the calculation of which depends on the above amounts will be re-calculated accordingly.

1.7 Hedging Disruption, Increased Cost of Hedging, Change in Law, Merger of a Reference Entity and Société Générale or any of its Affiliates, Consequences and Monetisation until the Expiration Date

1.7.1 Hedging Disruption, Increased Cost of Hedging

Hedging Disruption means, in respect of Warrants that have one or more Reference Entity(ies), that, as determined by the Calculation Agent, Société Générale or any of its Affiliates is unable, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind and/or dispose of any transaction(s) or asset(s) it deems necessary to hedge the credit price risk (or any other relevant price risk including, but not limited to, the interest rate, equity and currency risk) of entering into and performing its obligations with respect to the Warrants or any agreement entered into by the Issuer of the Warrants with Société Générale or any of its Affiliates in relation to the Warrants; and/or (b) freely realize, recover, receive, repatriate, remit or transfer the proceeds of any Hedge Positions or any agreement entered into with the Issuer or any of its Affiliates in relation to the Warrants.

Increased Cost of Hedging means, in respect of Warrants that have one or more Reference Entity(ies), that Société Générale or any of its Affiliates would incur a materially increased (as compared with circumstances existing on the date(s) on which Société Générale or any of its Affiliates enters into the Hedge Positions in respect of the Warrants) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the credit price risk (or any other relevant price risk including, but not limited to, interest rate, equity and currency risk) of entering into and performing its obligations with respect to the Warrants or any agreement entered into with the Issuer or any of its Affiliates in relation to the Warrants or (b) freely realize, recover, receive, repatriate, remit or transfer the proceeds of any Hedge Positions or any agreement entered into with the Issuer or any of its Affiliates in relation to the Warrants.

1.7.2 Change in Law

Change in Law means, in respect of Warrants that have one or more Reference Entity(ies) that, on or after the first to occur of (a) the Issue Date and (b) the trade date of any Hedge Position (i) due to the adoption of, or any change in any applicable law or regulation (including without limitation, any law or regulation in respect of tax, solvency or capital requirements) or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority or brought in a court of competent jurisdiction), the Calculation Agent determines that it has become illegal for Société Générale or any of its Affiliates to hold, acquire or dispose of Hedge Positions (as defined in Condition 1.7.5 of

these Additional Terms and Conditions) or to maintain the agreement entered into with Société Générale or any of its Affiliates by the Issuer of the Warrants.

1.7.3 *Merger of a Reference Entity and Société Générale or any of its Affiliates*

Merger of a Reference Entity and Société Générale or any of its Affiliates means, in respect of Single Name Warrants or First-to-Default Warrants or Basket Warrants, that (i) Société Générale or any of its Affiliates consolidates or amalgamates with, or merges into, or transfers all or substantially all its assets to, a Reference Entity or (ii) a Reference Entity consolidates or amalgamates with, or merges into, or transfers all or substantially all its assets to Société Générale or any of its Affiliates or (iii) Société Générale or any of its Affiliates and a Reference Entity become Affiliates.

1.7.4 *Consequences*

Upon the occurrence, as determined by the Calculation Agent, on or prior to the fourth Business Day (or in respect of Uncertificated Swedish Warrants, Uncertificated Norwegian Warrants or Uncertificated Finnish Warrants, the twelfth Business Day) before the Expiration Date of a Hedging Disruption, an Increased Cost of Hedging, Change in Law, or a Merger of a Reference Entity and Société Générale or any of its Affiliates then the Calculation Agent may decide, to do any of the following:

- A. consider such event as an event triggering an early termination of the Warrants (hereafter, an **Early Termination Event**). In the case where an Early Termination Event occurs, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible after the Early Termination Event, (in the case of Cash Settled Warrants) an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (in the case of Physical Delivery Warrants), subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions; or
- B. if the Hedging Disruption, Increased Cost of Hedging, Change in Law and/or Merger of a Reference Entity and Société Générale or any of its Affiliates is applicable to one or several affected Reference Entities (the **Affected Reference Entity(ies)**), replace the Affected Reference Entity(ies) by a new reference entity (or new reference entities, as relevant) which is (respectively are each) a Similar Reference Entity; or
- C. apply the Monetisation until the Expiration Date as defined in Condition 5.14 of the General Terms and Conditions of the Warrants;

or, but only in the case of Increased Cost of Hedging:

- D. in the case of Cash Settled Warrants, deduct (a) from the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or the Early Termination Settlement Amount (if any) due under the Warrants, as the case may be, on the payment date of the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount (if any) and (b) in the absence of any Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount in respect of the Warrants, from the Cash Settlement Amount due on the Settlement Date, in each case after the

occurrence of the Increased Cost of Hedging, the amount of any new, or any increase of, any tax, duty, expense or fee, that triggered the occurrence of the Increased Cost of Hedging incurred by Societe Generale or any of its Affiliates in relation to the Hedge Positions hedging the payment obligations of the Issuer under the Warrants, such amount to be apportioned pro rata amongst the outstanding Warrants (such reduction being the **Reduction Amount** and the result of such deduction being floored at zero); or

- E. in the case of Physical Delivery Warrants, any Physical Delivery Amount, Event-Linked Early Settlement Price, Early Termination Physical Delivery Amount or Early Trigger Level Physical Delivery Amount which is calculated in connection with the Warrants shall be reduced by the Reduction Amount (subject to a floor of zero).

Following the occurrence of a Hedging Disruption, an Increased Cost of Hedging, Change in Law or Merger of a Reference Entity and Société Générale or any of its Affiliates, the Calculation Agent shall notify the Issuer, which shall in its turn notify the Warrantholders pursuant to the provisions of Condition 13 of the General Terms and Conditions relevant adjustment made or decision taken by the Calculation Agent. Details of any adjustment made or decision taken may be obtained by the Warrantholders upon request at the Calculation Agent's specified address.

Definitions applicable to this Condition:

Similar Reference Entity means, a reference entity with an equivalent Rating (as defined below) or an equivalent credit risk (if no Rating is available), and to the extent possible as secondary criteria geographic and Transaction Type proximity.

For the purposes of this definition **Rating** means, the senior unsecured debt rating assigned by the three rating agencies Moody's Investor Service, Inc., Standard & Poor's Rating Services, a division of Standard & Poor's Credit Market Service Europe Limited and Fitch Ratings or any of them, it being understood that if the ratings assigned in respect of an entity are not equivalent, only the highest one(s) will be taken into consideration.

1.8 Additional provisions relating to certain specific Reference Entities

1.8.1 Additional provisions applicable if a Reference Entity in the applicable Final Terms is "Argentine Republic"

If "Argentine Republic" is specified as a Reference Entity in the applicable Final Terms, the following provisions will apply with respect to this Reference Entity:

Notwithstanding the definition of "Obligation" in Condition 2 of these Additional Terms and Conditions, any obligation that is a Bond that was issued on or prior to June 1, 2005 (other than any Bond constituting a New Security (as defined in the **Prospectus Supplement of the Republic of Argentina dated January 10, 2005**¹, as the same may be amended or supplemented)) shall not be considered as an Obligation.

¹ Available on the website : http://www.mecon.gov.ar/finanzas/download/us_prospectus_and_prospectus_supplement.pdf
(Please note that the information contained on the above website does not form part of this Base Prospectus and accordingly, the Issuer does not take responsibility for such information)

Notwithstanding the definition of ["Deliverable Obligation"]** ["Selected Obligation"]* in Condition 2 of these Additional Terms and Conditions, any obligation that is a Bond that was issued on or prior to June 1, 2005 (other than any Bond constituting a New Security (as defined in the **Prospectus Supplement of the Republic of Argentina dated January 10, 2005**², as the same may be amended or supplemented)) shall not be considered as a [Deliverable Obligation]** [Selected Obligation]*.

1.8.2 ***Additional provisions applicable if a Reference Entity in the applicable Final Terms is "Hellenic Republic"***

If "Hellenic Republic" is specified as a Reference Entity in the applicable Final Terms, the following provisions will apply with respect to this Reference Entity:

Notwithstanding the definition of "Obligation" in Condition 2 of these Additional Terms and Conditions, any obligation that is of a type included in Borrowed Money Obligation Category and that was issued or incurred, as the case may be, on or prior to February 1, 2012 shall not be considered as an Obligation.

Notwithstanding the definition of ["Deliverable Obligation"]** ["Selected Obligation"]* in Condition 2 of these Additional Terms and Conditions, any obligation that is a Bond or a Loan that was issued or incurred, as the case may be, on or prior to February 1, 2012 shall not be considered as a [Deliverable Obligation]** [Selected Obligation]*.

1.8.3 ***Additional provisions applicable if a Reference Entity in the applicable Final Terms is "Republic of Hungary"***

If "Republic of Hungary" is specified as a Reference Entity in the applicable Final Terms, the following provisions will apply with respect to this Reference Entity:

Notwithstanding the definition of "Obligation" in Condition 2 of these Additional Terms and Conditions, "Obligation" shall also include any National Bank of Hungary Obligation for the purposes of the applicable Final Terms where:

National Bank of Hungary Obligation means, any obligation of the National Bank of Hungary (either directly or as provider of a Qualifying Affiliate Guarantee, or, if All Guarantees is specified as applicable in the applicable Final Terms, as provider of any Qualifying Guarantee) and any Successor:

- (i) which has the Obligation Characteristic "Not Subordinated", where solely for the purpose of the definition of "Not Subordinated", the National Bank of Hungary shall be deemed to be a Reference Entity in respect of which a Reference Obligation has not been specified;
- (ii) which is described by the Obligation Category specified in respect of the Republic of Hungary;
- (iii) which has each of the Obligation Characteristics specified in respect of the Republic of Hungary; and
- (iv) in relation to which the occurrence or existence of an Event of Default (as defined below) will cause any obligation of the Republic of Hungary in respect of the Obligation Category Borrowed Money to become, with the lapse of any grace period and subject to any other requirements under the terms of such Borrowed Money obligation (including requirements as to

² Available on the website: http://www.mecon.gov.ar/finanzas/download/us_prospectus_and_prospectus_supplement.pdf (Please note that the information contained on the above website does not form part of this Base Prospectus and accordingly, the Issuer does not take responsibility for such information)

the amounts of such default), immediately due and payable pursuant to the terms of such Borrowed Money obligation.

Notwithstanding the definition of ["Deliverable Obligation"]** ["Selected Obligation"]* in Condition 2 of these Additional Terms and Conditions, ["Deliverable Obligation"]** ["Selected Obligation"]* shall also include any [National Bank of Hungary Deliverable Obligation]** [National Bank of Hungary Selected Obligation]* for the purposes of the applicable Final Terms where:

[National Bank of Hungary Deliverable Obligation] [National Bank of Hungary Selected Obligation]*** means, any obligation of the National Bank of Hungary (either directly or as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is specified as applicable in the applicable Final Terms, as provider of any Qualifying Guarantee) and any Successor:

- (i) which has the [Deliverable Obligation Characteristic]** [Selected Obligation Characteristic]* "Not Subordinated", where solely for the purposes of this definition of "Not Subordinated" the National Bank of Hungary shall be deemed to be a Reference Entity in respect of which a Reference Obligation has not been specified;
- (ii) which is described by the [Deliverable Obligation Category]** [Selected Obligation Category]* specified in respect of the Republic of Hungary;
- (iii) which has each of the [Deliverable Obligation Characteristics]** [Selected Obligation Characteristics]* specified in respect of the Republic of Hungary; and
- (iv) in relation to which the occurrence or existence of an Event of Default (as defined below) will cause any obligation(s) of the Republic of Hungary in respect of the Obligation Category Borrowed Money, to become, with the lapse of any grace period and subject to any other requirements under the terms of such Borrowed Money obligation (including requirements as to the amounts of such default), immediately due and payable, pursuant to the terms of such Borrowed Money obligation.

Event of Default means, any failure by the National Bank of Hungary as issuer or obligor or guarantor of the relevant obligation, to make, when due any payment of principal or premium or prepayment charge or interest, if any, on such obligation.

For the purposes only of construing the terms "National Bank of Hungary Obligation", "National Bank of Hungary Deliverable Obligation" and "National Bank of Hungary Selected Obligation", the National Bank of Hungary shall be deemed to be a Reference Entity.

1.8.4 Additional provisions applicable if a Reference Entity in the applicable Final Terms is "Russian Federation"

If "Russian Federation" is specified as a Reference Entity in the applicable Final Terms, the following provisions will apply with respect to this Reference Entity:

Notwithstanding the definition of "Obligation" in Condition 2 of these Additional Terms and Conditions, any obligation that is, in the determination of the Calculation Agent, "IANs", "MinFins" or "PRINs" shall not be an "Obligation".

Notwithstanding the definition of ["Deliverable Obligation"]** ["Selected Obligation"]* in Condition 2 of these Additional Terms and Conditions, any obligation that is, in the determination of the Calculation Agent, "IANs", "MinFins" or "PRINs" shall not be a ["Deliverable Obligation"]** ["Selected Obligation"]*.

IANs means, floating rate interest notes due 2002 and 2015 issued by Vnesheconombank of the USSR pursuant to the Restructuring Agreement and an Exchange Agreement, dated as of 6 October 1997, among Vnesheconombank of the USSR, the Closing Agent and the Participating Creditors named therein.

MinFins (also known as "OVVZs" or "Taiga" bonds) means, Internal Government Hard Currency Bonds issued by the Ministry of Finance of the Russian Federation representing (i) restructured debt of the former USSR (Series II, III, IV, V and VIII) or (ii) debt of the Russian Federation issued in 1996 (Series VI and VII).

PRINs means, Vnesheconombank's loans arising under a Restructuring Agreement and an Exchange Agreement dated as of 6 October 1997, among Vnesheconombank of the USSR, the Closing Agent and the Participating Creditors named therein.

1.8.5 *Additional provisions applicable if a Reference Entity in the applicable Final Terms is "STMicroelectronics N.V."*

If "STMicroelectronics N.V." is specified as a Reference Entity in the applicable Final Terms, the following provisions will apply with respect to this Reference Entity:

1.8.5.1 *If the applicable Final Terms specify that the clause "Settlement Method" is stated as being "Cash Settlement":*

With respect to the Reference Entity "STMicroelectronics N.V.", if the USD 1,217,000,000 Zero Coupon Senior Convertible Bond due 2013 issued by STMicroelectronics N.V. is a Selected Obligation; and such Selected Obligation is not immediately due and payable as of the relevant Credit Valuation Date, for the purpose of determining the Quotation Amount of such Selected Obligation, the outstanding principal balance of such Selected Obligation shall be deemed to be the amount payable on the scheduled maturity date of such Selected Obligation.

1.8.5.2 *If the applicable Final Terms specify that the clause "Settlement Method" is stated as being "Physical Settlement":*

With respect to the Reference Entity "STMicroelectronics N.V.", if the USD 1,217,000,000 Zero Coupon Senior Convertible Bond due 2013 issued by STMicroelectronics N.V. is a Specified Deliverable Obligation; and such Specified Deliverable Obligation is not immediately due and payable as of the date where such Specified Deliverable Obligation is Delivered, the outstanding principal balance of such Specified Deliverable Obligation shall be deemed to be the amount payable on the scheduled maturity date of such Specified Deliverable Obligation.

1.8.6 *Additional provisions applicable if a Reference Entity in the applicable Final Terms is a "Monoline Insurer" (as such term is defined below)*

If a Reference Entity in the applicable Final Terms is a "Monoline Insurer", then the following provisions will apply with respect to this Reference Entity:

1.8.6.1 *Specific Definitions*

Monoline Insurer means the entities (i) listed in the Monoline Insurer Reference Entities document published by ISDA on August 31, 2010 which Current Reference Entity Name (as such term is defined in this document) is ACA Financial Guaranty Corporation, Ambac Assurance Corporation, Assured Guaranty Corp., CDC IXIS Financial Guaranty North America, Inc, Financial Guaranty Insurance Company (FGIC), Assured Guaranty Municipal Corp., MBIA Insurance Corporation, Radian Asset Assurance Inc., Syncora Guarantee Inc or any Successor of the aforementioned or (ii) added to the list of sub-paragraph (i) above by any document published by ISDA which would modify and/or cancel and replace the Monoline Insurer Reference Entities document.

Qualifying Policy means a financial guaranty insurance policy or similar financial guarantee pursuant to which a Reference Entity irrevocably guarantees or insures all Instrument Payments (as defined below) of an instrument that constitutes Borrowed Money (modified as set forth below) (the **Insured Instrument**) for which another party (including a special purpose entity or trust) is the obligor (the **Insured Obligor**). Qualifying Policies shall exclude any arrangement (i) structured as a surety bond, letter of credit or equivalent legal arrangement or (ii) pursuant to the express contractual terms of which the payment obligations of the Reference Entity can be discharged or reduced as a result of the occurrence or non-occurrence of an event or circumstance (other than the payment of Instrument Payments). Whether Cash Settlement or Physical Settlement is applicable in the applicable Final Terms, in particular for the purpose of the determination of Obligation and [Deliverable Obligation]** [Selected Obligation]* in Condition 1.8.6.2 of these Additional Terms and Conditions, the benefit of a Qualifying Policy must be capable of being Delivered together with the Delivery of the Insured Instrument.

Instrument Payments means: (a) in the case of any Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest, (x) the specified periodic distributions in respect of interest or other return on the Certificate Balance on or prior to the ultimate distribution of the Certificate Balance and (y) the ultimate distribution of the Certificate Balance on or prior to a specified date; and (b) in the case of any other Insured Instrument, the scheduled payments of principal and interest, in the case of both (A) and (B) (1) determined without regard to limited recourse or reduction provisions of the type described in Condition 1.8.6.4 of these Additional Terms and Conditions and (2) excluding sums in respect of default interest, indemnities, tax gross-ups, make-whole amounts, early redemption premiums and other similar amounts (whether or not guaranteed or insured by the Qualifying Policy).

Certificate Balance means, in the case of an Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest, the unit principal balance, certificate balance or similar measure of unreimbursed principal investment.

*1.8.6.2 Obligation and [Deliverable Obligation]** [Selected Obligation]**

Subparagraph (A) of the definition of "Obligation" in Condition 2 of these Additional Terms and Conditions and subparagraph (B) of the definition of "[Deliverable Obligation]** [Selected Obligation]*" in Condition 2 of these Additional Terms and Conditions are amended by adding "or Qualifying Policy" after "or as provider of a Qualifying Affiliate Guarantee".

1.8.6.3 Interpretation of Provisions

In the event that an Obligation or a [Deliverable Obligation]** [Selected Obligation]* is a Qualifying Policy, the terms of (x) the second part of the definition of "Qualifying Guarantee" in Condition 2 of these

Additional Terms and Conditions, starting with "In the event that an Obligation" and (y) the definitions of "Due and Payable Amount" and "outstanding principal balance" of Condition 2 of these Additional Terms and Conditions will apply, with references to the Qualifying Guarantee, the Underlying Obligation and the Underlying Obligor deemed to include the Qualifying Policy, the Insured Instrument and the Insured Obligor, respectively, except that:

- (i) the Obligation Category Borrowed Money and the Obligation Category and [Deliverable Obligation]** [Selected Obligation]* Category Bond shall be deemed to include distributions payable under an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the [Deliverable Obligation]** [Selected Obligation]* Category Bond shall be deemed to include such an Insured Instrument, and the terms "obligation" and "obligor" as used in these Additional Terms and Conditions for Credit Linked Warrants – Part A (2009 definitions) in respect of such an Insured Instrument shall be construed accordingly;
- (ii) references in the definitions of "Assignable Loan" and "Consent Required Loan" in Condition 2 of these Additional Terms and Conditions to the guarantor and guaranteeing shall be deemed to include the insurer and the insuring, respectively;
- (iii) neither the Qualifying Policy nor the Insured Instrument must satisfy on the relevant date the [Deliverable Obligation Characteristic]** [Selected Obligation Characteristic]* of Accelerated or Matured, whether or not that characteristic is otherwise specified as applicable in the applicable Final Terms";
- (iv) if the Assignable Loan, Consent Required Loan or Transferable [Deliverable Obligation Characteristics]** [Selected Obligation Characteristics]* are specified as "*Applicable*" in the applicable Final Terms and if the benefit of the Qualifying Policy is not transferred as part of any transfer of the Insured Instrument, the Qualifying Policy must be transferable at least to the same extent as the Insured Instrument;
- (v) with respect to an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the term "outstanding principal balance" shall mean the outstanding Certificate Balance and "maturity", as such term is used in the Maximum Maturity [Deliverable Obligation Characteristic]** [Selected Obligation Characteristic]*, shall mean the specified date by which the Qualifying Policy guarantees or insures, as applicable, that the ultimate distribution of the Certificate Balance will occur; and
- (vi) For purposes of the application of the Obligation Characteristics or the [Deliverable Obligation Characteristics]** [Selected Obligation Characteristics]*, only the Qualifying Policy must satisfy on the relevant date the Obligation Characteristic or the [Deliverable Obligation Characteristic]** [Selected Obligation Characteristic]* of "Not Subordinated", if "Not Subordinated" is specified as "*Applicable*" in the applicable Final Terms.

1.8.6.4 *Not Contingent*

An Insured Instrument will not be regarded as failing to satisfy the Not Contingent [Deliverable Obligation Characteristic]** [Selected Obligation Characteristic]* solely because such Insured Instrument is subject to provisions limiting recourse in respect of such Insured Instrument to the proceeds of specified assets (including proceeds subject to a priority of payments) or reducing the amount of any

Instrument Payments owing under such Insured Instrument, provided that such provisions are not applicable to the Qualifying Policy by the terms thereof and the Qualifying Policy continues to guarantee or insure, as applicable, the Instrument Payments that would have been required to be made absent any such limitation or reduction.

1.8.6.5 *Deliver*

For purposes of the definition of "Deliver" in Condition 2 of these Additional Terms and Conditions, "Deliver" with respect to an obligation that is a Qualifying Policy means to Deliver both the Insured Instrument and the benefit of the Qualifying Policy (or a custodial receipt issued by an internationally recognised custodian representing an interest in such an Insured Instrument and the related Qualifying Policy), and "Delivery" and "Delivered" will be construed accordingly.

1.8.6.6 *Provisions for Determining a Successor*

The definition of "succeed" in Condition 2 of these Additional Terms and Conditions is amended by adding "or insurer" after "or guarantor".

1.8.6.7 *Substitute Reference Obligation*

The definition of "Substitute Reference Obligation" in Condition 2 of these Additional Terms and Conditions is amended by adding "or Qualifying Policy" after "or as provider of a Qualifying Affiliate Guarantee" in the first paragraph and paragraph (b) thereof. For purposes of part (a)(ii)(B) of the definition of "Substitute Reference Obligation" in Condition 2 of these Additional Terms and Conditions, references to the Qualifying Guarantee and the Underlying Obligation shall be deemed to include the Qualifying Policy and the Insured Instrument, respectively.

1.8.6.8 *Restructuring*

- (a) With respect to an Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest or a Qualifying Policy with respect thereto, part (A)(1) to (5) in the definition of "Restructuring" of Condition 2 of these Additional Terms and Conditions is amended to read as follows:
- (1) a reduction in the rate or amount of the Instrument Payments described in clause (A)(x) of the definition of "Instrument Payment" that are guaranteed or insured by the Qualifying Policy;
 - (2) a reduction in the amount of the Instrument Payments described in clause (A)(y) of the definition of "Instrument Payment" that are guaranteed or insured by the Qualifying Policy;
 - (3) a postponement or other deferral of a date or dates for either (A) the payment or accrual of the Instrument Payments described in clause (A)(x) of the definition of "Instrument Payment" or (B) the payment of the Instrument Payments described in clause (A)(y) of the definition of "Instrument Payment", in each case that are guaranteed or insured by the Qualifying Policy;

- (4) a change in the ranking in priority of payment of (A) any Obligation under a Qualifying Policy in respect of Instrument Payments, causing the Subordination of such Obligation to any other Obligation or (B) any Instrument Payments, causing the Subordination of such Insured Instrument to any other instrument in the form of a pass-through certificate or similar funded beneficial interest issued by the Insured Obligor, it being understood that, for this purpose, Subordination will be deemed to include any such change that results in a lower ranking under a priority of payments provision applicable to the relevant Instrument Payments; or
 - (5) any change in the currency or composition of any payment of Instrument Payments that are guaranteed or insured by the Qualifying Policy to any currency which is not a Permitted Currency.
- (b) Subparagraph (B)(3) of the definition of "Restructuring" in Condition 2 of these Additional Terms and Conditions is deleted in its entirety and replaced by the following:

"the occurrence of, agreement to or announcement of any of the events described in paragraphs (A)(1) to (A)(5) above in circumstances where such event does not directly or indirectly result from a deterioration in the creditworthiness or financial condition of the Reference Entity or, in the case of Qualifying Policy and an Insured Instrument, where (A) the Qualifying Policy continues to guarantee or insure, as applicable, that the same Instrument Payments will be made on the same dates on which the Qualifying Policy guaranteed or insured that such Instrument Payments would be made prior to such event and (B) such event is not a change in the ranking in the priority of payment of the Qualifying Policy".
- (c) Paragraphs (C) and (D) of the definition of "Restructuring" in Condition 2 of these Additional Terms and Conditions are deleted in their entirety and replaced by the following:
 - "(C) For the purposes of paragraphs (A) and (B) above and, unless Multiple Holder Obligation is specified as "*Not applicable*" in the applicable Final Terms, paragraph (E) below and the definition of Multiple Holder Obligation, the term Obligation shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is specified as "*Applicable*" in the applicable Final Terms, as provider of any Qualifying Guarantee. In the case of a Qualifying Guarantee and an Underlying Obligation, references to the Reference Entity in paragraph (A) above shall be deemed to refer to the Underlying Obligor and the reference to the Reference Entity in paragraph (B) above shall continue to refer to the Reference Entity.
 - (D) For the purposes of paragraphs (A) and (B) above and, unless Multiple Holder Obligation is specified as "*Not applicable*" in the applicable Final Terms, paragraph (E) below and the definition of Multiple Holder Obligation, the term Obligation shall be deemed to include Insured Instruments for which the Reference Entity is acting as provider of a Qualifying Policy. In the case of a Qualifying Policy and an Insured Instrument, references to the Reference Entity in paragraph (A) above shall be deemed to refer to the Insured Obligor and the reference to the Reference Entity in paragraph (B) above shall continue to refer to the Reference Entity.
 - (E) Unless Multiple Holder Obligation is specified as "*Not applicable*" in the applicable Final Terms, then, notwithstanding anything to the contrary in paragraphs (A), (B), (C) and (D)

above, the occurrence of, agreement to or announcement of any of the events described in paragraphs (A)(1) to (A)(5) above shall not be a Restructuring unless the Obligation in respect of any such events is a Multiple Holder Obligation."

1.8.6.9 Fully Transferable Obligation and Conditionally Transferable Obligation

In the event that a Fully Transferable Obligation or Conditionally Transferable Obligation is a Qualifying Policy, the Insured Instrument must meet the requirements of the relevant definition and, if the benefit of the Qualifying Policy is not transferred as part of any transfer of the Insured Instrument, the Qualifying Policy must be transferable at least to the same extent as the Insured Instrument. References in the definition of "Conditionally Transferable Obligation" to the guarantor and guaranteeing shall be deemed to include the insurer and insuring, respectively. With respect to an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the term "final maturity date", as such term is used in the definitions of "Restructuring Maturity Limitation and Fully Transferable Obligation", "Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation" and "Restructuring Maturity Limitation Date" in Condition 2 of these Additional Terms and Conditions, shall mean the specified date by which the Qualifying Policy guarantees or insures, as applicable, that the ultimate distribution of the Certificate Balance will occur.

1.8.6.10 Other Provisions

For purposes of part (B)(iii) of the definition of ["Deliverable Obligation"]** ["Selected Obligation"]**, the definition of "Credit Event" and the definition of "Deliver" in Condition 2 of these Additional Terms and Conditions, references to the Underlying Obligation and the Underlying Obligor shall be deemed to include Insured Instruments and the Insured Obligor, respectively. Any transfer or similar fee reasonably incurred by the Issuer or Société Générale in connection with the Delivery of a Qualifying Policy and payable to the Reference Entity in respect thereof shall be deducted from the [Credit Linked Physical Delivery Amount]** [Credit Event Payment Amount]* equally on the [Physical Settlement Date]** [Settlement Date]*.

1.9 Amendments to these Additional Terms and Conditions for Credit Linked Warrants – Part A (2009 definitions)

The Calculation Agent may, from time to time amend any provision of these Additional Terms and Conditions for Credit Linked Warrants – Part A (2009 definitions) and/or the applicable Final Terms (i) to incorporate and/or reflect and/or take account of (x) further or alternative documents or protocols from time to time published by ISDA with respect to credit derivative transactions which may, without limitation, relate to one or more Reference Entities or Reference Entity types and/or the settlement of credit derivative transactions and/or (y) the operation or application of determinations by any Credit Derivatives Determinations Committee and/or (ii) in any manner which the Calculation Agent determines is necessary or desirable (including from the perspective of Société Générale or any of its Affiliates) to reflect or account for market practice for credit derivatives transactions and/or to eliminate or account for any provisions of the Hedge Positions with the aim of ensuring no mismatch or discrepancy between rights and obligations under the Hedge Positions and under the Warrants. Such amendments may include, without limitation, varying any date or timing or procedures provided for in these Additional Terms and Conditions for Credit Linked Warrants – Part A (2009 Definitions) and/or the applicable Final Terms – PROVIDED THAT, subject as set out in this Condition 1.9, such amendments

may not include changes to the currency of the Warrants, the Cash Settlement Amount or Physical Delivery Amount, as the case may be, payable or deliverable in respect of the Warrants or the Expiration Date of the Warrants.

In the event that such amendments lead to a revised Reference Entity then a Credit Event may be triggered on such revised Reference Entity and the consequential provisions of these Additional Terms and Conditions for Credit Linked Warrants – Part A (2009 definitions) will apply in the usual manner.

Any amendment made pursuant to this paragraph will be notified to Warrantholders pursuant to the provisions of Condition 12 of the Terms and Conditions of the English law Warrants and Condition 13 of the Terms and Conditions of the French Law Warrants.

2. DEFINITIONS

Accelerated or Matured means, an obligation under which the total amount owed, whether at maturity, by reason of acceleration, upon termination or otherwise (other than amounts in respect of default interest, indemnities, tax gross-ups and other similar amounts), is, or on or prior to the [Physical Settlement Date]** [Credit Valuation Date]* will be, due and payable in full in accordance with the terms of such obligation, or would have been but for, and without regard to, any limitation imposed under any applicable insolvency laws.

Accreted Amount means, with respect to an Accreting Obligation, an amount, determined by the Calculation Agent, to be equal to (a) the sum of (i) the original issue price of such obligation and (ii) the portion of the amount payable at maturity that has accreted in accordance with the terms of the obligation (or as otherwise described below), less (b) any cash payments made by the obligor thereunder that, under the terms of such obligation, reduce the amount payable at maturity (unless such cash payments have been accounted for in (a)(ii) above), in each case calculated as of the earlier of (A) the date on which any event occurs that has the effect of fixing the amount of a claim in respect of principal and (B) the [Physical Settlement Date or]** applicable Credit Valuation Date [, as the case may be]*. If an Accreting Obligation is expressed to accrete pursuant to a straight-line method or if such Obligation's yield to maturity is not specified in, nor implied from, the terms of such Obligation, then for purposes of paragraph (a)(ii) above, the Accreted Amount shall be calculated using a rate equal to the yield to maturity of such Obligation. Such yield shall be determined on a semi-annual bond equivalent basis using the original issue price of such Obligation, and shall be determined as of the earlier of (A) the date on which any event occurs that has the effect of fixing the amount of a claim in respect of principal and (B) the [Physical Settlement Date or]** applicable Credit Valuation Date [, as the case may be]*. The Accreted Amount shall exclude, in the case of an Exchangeable Obligation, any amount that may be payable under the terms of such obligation in respect of the value of the Equity Securities for which such obligation is exchangeable.

Accreting Obligation means, any obligation (including, without limitation, a Convertible Obligation or an Exchangeable Obligation), the terms of which expressly provide for an amount payable upon acceleration equal to the original issue price (whether or not equal to the face amount thereof) plus an additional amount or amounts (on account of original issue discount or other accruals of interest or principal not payable on a periodic basis) that will or may accrete, whether or not (a) payment of such additional amounts is subject to a contingency or determined by reference to a formula or index, or (b) periodic cash interest is also payable. With respect to any Accreting Obligation, **outstanding principal balance** means the Accreted Amount thereof.

Additional LPN means, any bond issued in the form of a loan participation note (an **LPN**) by an entity (the **LPN Issuer**) for the sole purpose of providing funds for the LPN Issuer to (A) finance a loan to the Reference Entity (the **Underlying Loan**); or (B) provide finance to the Reference Entity by way of a deposit, loan or other Borrowed Money instrument (the **Underlying Finance Instrument**); provided that, (i) either (a) in the event that there is an Underlying Loan with respect to such LPN the Underlying Loan satisfies the Obligation Characteristics specified in respect of the Reference Entity; or (b) in the event that there is an Underlying Finance Instrument with respect to such LPN the Underlying Finance Instrument satisfies the Not Subordinated, Not Domestic Law and Not Domestic Currency Obligation Characteristics; (ii) the LPN satisfies the following Deliverable Obligation Characteristics or Selected Obligation Characteristics (as applicable): Transferable, Not Bearer, Specified Currency – Standard Specified Currencies, Not Domestic Law, Not Domestic Issuance; and (iii) the LPN Issuer has, as of the issue date of such obligation, granted a First Ranking Interest over or in respect of certain of its rights in relation to the relevant Underlying Loan or Underlying Finance Instrument (as applicable) for the benefit of the holders of the LPNs.

Additional Obligation means, each of (i) the obligations listed as an additional obligation of the Reference Entity in the applicable Final Terms or (ii) the obligations set forth on the relevant LPN Reference Obligations List, as published by Markit Group Limited, or any successor thereto, as of the Issue Date, which list is currently available at <http://www.markit.com> (or any successor website thereto) or as stipulated in the applicable Final Terms.

Affiliate means, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, **control** of any entity or person means ownership of a majority of the voting power of the entity or person concerned.

Aggregate Loss Amount means, at any time:

- A. for a Basket Warrant that is not a Tranche Warrant, the aggregate of the Loss Amount in respect of all Reference Entities in respect of which a Credit Event Determination Date has occurred; or
- B. for a Tranche Warrant, the lowest of:
 - (i) the Tranche Notional Amount; and
 - (ii) the highest of (x) zero and (y) the difference between (xx) the aggregate of the Loss Amount for all Reference Entities in respect of which a Credit Event Determination Date has occurred and (xy) the Tranche Subordination Amount.

Aggregate Warrant Notional Amount means, as of the Issue Date, in respect of an Issue of Warrants, the product of the Notional Amount per Warrant multiplied by the number of Warrants in respect of such Issue of Warrants.

Alternative Physical Delivery Amount means, for each Warrant, an amount of Deliverable Assets with a market value equal to (i) where one or more Credit Events has occurred, the relevant Credit Event Payment Amount as determined by the Calculation Agent in accordance with the provisions set out in the applicable Final Terms if Condition 1.2.3 of these Additional Terms and Conditions apply or (ii) where a Credit Event has not occurred, the Physical Delivery Amount.

American Settlement means, in respect of Credit Linked Warrants that the Settlement Type specified in the applicable Final Terms is "American Settlement".

Assignable Loan means, a Loan that is capable of being assigned or novated to, at a minimum, commercial banks or financial institutions (irrespective of their jurisdiction or organisation) that are not then a lender or a member of the relevant lending syndicate, without the consent of the relevant Reference Entity or the guarantor, if any, of such Loan (or the consent of the applicable borrower if such Reference Entity is guaranteeing such Loan) or any agent. If the [Deliverable]**[Selected]* Obligation Characteristic Assignable Loan is specified as "*Applicable*" in the applicable Final Terms, such Final Terms shall be construed as though such [Deliverable]**[Selected]* Obligation Characteristic had been specified as a [Deliverable]**[Selected]* Obligation Characteristic only with respect to Loans and shall only be relevant if Loans are covered by the specified [Deliverable]**[Selected]* Obligation Category.

Attachment Point: means, in respect of Tranche Warrants, the number (expressed as a percentage) specified in the applicable Final Terms.

Auction Cancellation Date has the meaning set forth in the relevant Transaction Auction Settlement Terms.

Auction Method means, that, in respect of a Reference Entity in respect of which a Credit Event Determination Date has occurred, the Final Value will be determined pursuant to the relevant Transaction Auction Settlement Terms.

Bankruptcy means, a Reference Entity:

- A. is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- B. becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due;
- C. makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- D. institutes or has instituted against it a proceeding seeking a judgement of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (i) results in a judgement of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding up or liquidation or (ii) is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof;
- E. has a resolution passed for its winding up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- F. seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- G. has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process

is not dismissed, discharged, stayed or restrained, in each case within thirty calendar days thereafter; or

- H. causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in (A) to (G) (inclusive) of this definition of Bankruptcy.

Basket Warrant means, a Credit Linked Warrant indexed on several Reference Entities for which the applicable Final Terms specify that the clause "Type of Credit Linked Warrants" is specified as "Basket Warrants".

Best Available Information means:

- A. in the case of a Reference Entity which files information with its primary securities regulator or primary stock exchange that includes unconsolidated, pro forma financial information which assumes that the relevant Succession Event has occurred or which provides such information to its shareholders, creditors or other persons whose approval of the Succession Event is required, that unconsolidated, pro forma financial information and, if provided subsequently to the provision of unconsolidated, pro forma financial information but before the Calculation Agent makes its determination of the relevant Successor(s), other relevant information that is contained in any written communication provided by the Reference Entity to its primary securities regulator, primary stock exchange, shareholders, creditors or other persons whose approval of the Succession Event is required; or
- B. in the case of a Reference Entity which does not file with its primary securities regulators or primary stock exchange, and which does not provide to shareholders, creditors or other persons whose approval of the Succession Event is required, the information contemplated in (A) above the best publicly available information at the disposal of the Calculation Agent to allow it to make a determination of the relevant Successor(s).

Information which is made available more than fourteen calendar days after the legally effective date of the Succession Event shall not constitute Best Available Information.

Bond means, any obligation of a type included in the Borrowed Money Obligation Category that is in the form of, or represented by, a bond, note (other than notes delivered pursuant to Loans), certificated debt security or other debt security and shall not include any other type of Borrowed Money.

Bond or Loan means, any obligation that is either a Bond or a Loan.

Borrowed Money means, any obligation (excluding an obligation under a revolving credit arrangement for which there are no outstanding, unpaid drawings in respect of principal) for the payment or repayment of borrowed money (which term shall include, without limitation, deposits and reimbursement obligations arising from drawings pursuant to letters of credit).

Business Day means, the days specified in the applicable Final Terms [and solely for the purposes of physical settlement, if applicable, a day in any other jurisdiction in which a bank must be open in order to effect settlement of any Deliverable Obligations being Delivered]**.

Calculation Agent means, Société Générale. Save as otherwise provided herein, the calculations and determinations of the Calculation Agent will be conclusive and binding upon the Issuer and the Warrantheolders in the absence of manifest error. Whenever a Calculation Agent is required to act or to exercise judgment in any way (and unless otherwise provided herein), it will do so in good faith and in a commercially reasonable manner.

Cash Settlement means, in respect of Credit Linked Warrants that the Settlement Method specified in the applicable Final Terms is "Cash Settlement".

Conditionally Transferable Obligation means:

- (A) *If the applicable Final Terms specify that "Settlement Method" is stated as being "Physical Settlement":*

A Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Modified Eligible Transferees without the consent of any person being required, in the case of any Deliverable Obligation other than Bonds, provided, however, that a Deliverable Obligation other than Bonds will be a Conditionally Transferable Obligation notwithstanding that consent of the Reference Entity or the guarantor, if any, of a Deliverable Obligation other than Bonds (or the consent of the relevant obligor if a Reference Entity is guaranteeing such Deliverable Obligation) or any agent is required for such novation, assignment or transfer so long as the terms of such Deliverable Obligation provide that such consent may not be unreasonably withheld or delayed. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered to be a requirement for consent for purposes of the definition of Conditionally Transferable Obligation.

Where Modified Restructuring Maturity Limitation applies and a Deliverable Obligation is a Conditionally Transferable Obligation with respect to which consent is required to novate, assign or transfer, then if the requisite consent is refused (whether or not a reason is given for such refusal and, where a reason is given for such refusal, regardless of that reason), or is not received by the Physical Settlement Date (in which case it shall be deemed to have been refused), the cash settlement provisions described in Condition 1 of these Additional Terms and Conditions shall apply.

For purposes of determining whether a Deliverable Obligation satisfies the requirements of the definition of Conditionally Transferable Obligation, such determination shall be made as of the Physical Settlement Date for the Deliverable Obligation, taking into account only the terms of the Deliverable Obligation and any related transfer or consent documents which have been obtained by the Calculation Agent.

- (B) *If the applicable Final Terms specify that "Settlement Method" is stated as being "Cash Settlement":*

A Selected Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Modified Eligible Transferees without the consent of any person being required, in the case of any Selected Obligation other than Bonds, provided, however, that a Selected Obligation other than Bonds will be a Conditionally Transferable Obligation notwithstanding that consent of the Reference Entity or the guarantor, if any, of a Selected

Obligation other than Bonds (or the consent of the relevant obligor if a Reference Entity is guaranteeing such Selected Obligation) or any agent is required for such novation, assignment or transfer so long as the terms of such Selected Obligation provide that such consent may not be unreasonably withheld or delayed. Any requirement that notification of novation, assignment or transfer of a Selected Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Selected Obligation shall not be considered to be a requirement for consent for purposes of the definition of Conditionally Transferable Obligation.

For purposes of determining whether a Selected Obligation satisfies the requirements of the definition of Conditionally Transferable Obligation, such determination shall be made as of the day on which the Final Value for the Selected Obligation is determined by the Calculation Agent, taking into account only the terms of the Selected Obligation and any related transfer or consent documents which have been obtained by the Calculation Agent.

Consent Required Loan means, a Loan that is capable of being assigned or novated with the consent of the relevant Reference Entity or the guarantor, if any, of such Loan (or the consent of the relevant borrower if the relevant Reference Entity is guaranteeing such Loan) or any agent. If the [Deliverable]**[Selected]* Obligation Characteristic Consent Required Loan is specified as "*Applicable*" in the applicable Final Terms, such Final Terms shall be construed as though such [Deliverable]**[Selected]* Obligation Characteristic had been specified as a [Deliverable]**[Selected]* Obligation Characteristic only with respect to Loans (and shall only be relevant if Loans are covered by the specified [Deliverable]**[Selected]* Obligation Category).

Convertible Obligation means, any obligation that is convertible, in whole or in part, into Equity Securities solely at the option of holders of such obligation or a trustee or similar agent acting for the benefit only of holders of such obligation (or the cash equivalent thereof, whether the cash settlement option is that of the issuer or of (or for the benefit of) the holders of such obligation).

Credit Derivatives Determinations Committee means, the committee established by ISDA for purposes of reaching certain DC Resolutions (as defined in the Rules) (including but not limited to the determination of the occurrence of a Credit Event and the establishment of the Transaction Auction Settlement Terms) in connection with credit derivative transactions, as more fully described in the Rules.

Credit Event means, with respect to a Reference Entity as determined by the Calculation Agent, the occurrence during the period from and including the First Credit Event Occurrence Date up to and including the Last Credit Event Occurrence Date of one or more of Bankruptcy, Failure to Pay, Obligation Acceleration, Obligation Default, Repudiation/Moratorium or Restructuring, as specified in the applicable Final Terms.

If an occurrence would otherwise constitute a Credit Event, such occurrence will constitute a Credit Event whether or not such occurrence arises directly or indirectly from, or is subject to a defence based upon:

- (A) any lack or alleged lack of authority or capacity of a Reference Entity to enter into any Obligation or, as applicable, an Underlying Obligor to enter into any Underlying Obligation;
- (B) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Obligation or, as applicable, any Underlying Obligation, however described;

- (C) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described; or
- (D) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, however described.

A Credit Event need not be continuing on the Credit Event Determination Date.

Credit Event Determination Date means, in relation to a Credit Event with respect to which a Credit Event Notice has been delivered, the earlier of (a) the Credit Event Resolution Request Date and (b) the day on which both the Credit Event Notice and, if applicable, the Notice of Publicly Available Information are delivered to the relevant Clearing System and/ or the Warrantholders.

Credit Event Notice means, an irrevocable notice that is effective during the Notice Delivery Period delivered by or on behalf of the Issuer to the Warrantholders that describes a Credit Event that occurred on or prior to the Last Credit Event Occurrence Date. A Credit Event Notice must contain a description in reasonable detail of the facts relevant to the determination that a Credit Event has occurred. The Credit Event that is the subject of a Credit Event Notice need not be continuing on the Credit Event Determination Date. If Notice of Publicly Available Information is specified as "*Applicable*" in the applicable Final Terms and a Credit Event Notice contains Publicly Available Information, such Credit Event Notice will also be deemed to be a Notice of Publicly Available Information.

Credit Event Payment Amount means:

- (a) *If the applicable Final Terms specify that "Settlement Method" is stated as being "Physical Settlement":*

In respect of each Credit Linked Warrant for which physical settlement is partially or totally Illegal or Impossible, an amount equal to the sum of each Credit Event Payment Amount per Undeliverable Obligation; or

- (b) *If the applicable Final Terms specify that "Settlement Method" is stated as being "Cash Settlement":*

- (i) in respect of Single Name Warrants and First-to-Default Warrants that are Long Warrants where the Principal Credit Factor and the Principal Loss Factor are both equal to 100%, an amount, subject to a minimum of zero, equal to the product of the Final Value multiplied by the Nominal Amount of each Warrant minus the Unwind Costs in respect of the Credit Event Determination Date; or
- (ii) in respect of Single Name Warrants and First-to-Default Warrants that are Long Warrants where the Principal Credit Factor and/or the Principal Loss Factor is different from 100%, an amount, subject to a minimum of zero, equal to the product of (1) the Principal Credit Factor and (2) the Nominal Amount of each Warrant minus the product of (a) the Nominal Amount of each Warrant,

- (b) the Principal Loss Factor and (c) the difference between the Reference Price and the Final Value, minus the Unwind Costs in respect of the Credit Event Determination Date; or
- (iii) in respect of Single Name Warrants and First-to-Default Warrants that are Short Warrants where the Principal Credit Factor and the Principal Loss Factor are both equal to 100%, an amount, subject to a minimum of zero, equal to the difference between (1) the product of (x) the positive difference between the Reference Price and the Final Value (expressed as a percentage) and (y) the Nominal Amount of each Warrant and (2) the Unwind Costs in respect of the Credit Event Determination Date; or
- (iv) in respect of Single Name Warrants and First-to-Default Warrants that are Short Warrants where the Principal Credit Factor and/or the Principal Loss Factor is different from 100%, an amount, subject to a minimum of zero, equal to the product of (1) the Principal Credit Factor and (2) the difference between (a) the product of (x) the Principal Loss Factor, (y) the positive difference between the Reference Price and the Final Value (expressed as a percentage) and (y) the Nominal Amount of each Warrant and (b) the Unwind Costs in respect of the Credit Event Determination Date; or
- (v) in respect of Basket Warrants and Tranche Warrants that are Long Warrants where the Principal Credit Factor and/or the Principal Loss Factor are both equal to 100%, an amount, subject to a minimum of zero, equal for each Warrant to (i) the Relevant Proportion of the difference between the Aggregate Warrant Notional Amount and the Aggregate Loss Amount as at the applicable Exercise Date minus (ii) the aggregate of the Unwind Costs calculated in respect of all Credit Event Determination Dates, as at the Expiration Date; or
- (vi) in respect of Basket Warrants and Tranche Warrants that are Long Warrants where the Principal Credit Factor and/or the Principal Loss Factor is different from 100%, an amount, subject to a minimum of zero, equal for each Warrant to the product of (i) the Principal Credit Factor and (ii) the difference between (x) the Relevant Proportion of the difference between the Aggregate Warrant Notional Amount and the product of the Principal Loss Factor and the Aggregate Loss Amount as at the applicable Exercise Date and (y) the aggregate of the Unwind Costs calculated in respect of all Credit Event Determination Dates, as at the Expiration Date; or
- (vii) in respect of Basket Warrants and Tranche Warrants that are Short Warrants, an amount, subject to a minimum of zero, equal for each Warrant to (i) the Relevant Proportion of the Aggregate Loss Amount as at the applicable Exercise Date minus (ii) the aggregate of the Unwind Costs calculated in respect of all Credit Event Determination Dates, as at the Expiration Date.

Credit Event Payment Amount per Undeliverable Obligation means, in respect of one Credit Linked Warrant and an Undeliverable Obligation, the product of (i) the outstanding principal balance of such Undeliverable Obligation and (ii) the final price of such Undeliverable Obligation determined in accordance with Quotation Dealers Method (save as provided below), divided by the number of Warrants in respect of which there are such Undeliverable Obligations.

For the avoidance of doubt, where Illegal or Impossible is due to the inability to purchase the Specified Deliverable Obligations despite the Issuer's reasonable efforts, the final price of the Undeliverable Obligation will be determined in accordance with Auction Method. If no Transaction Auction Settlement Terms are published on or prior to the Credit Valuation Date, such final price will be deemed to be zero.

Credit Event Payment Date means:

- (a) *If the applicable Final Terms specify that "Settlement Type" is stated as being "American Settlement":*

The day that is four Payment Business Days (or in respect of Uncertificated Swedish Warrants, Uncertificated Norwegian Warrants or Uncertificated Finnish Warrants, twelve Payment Business Days) following the later of:

- (x) the Exercise Date; and
- (y) the Final Valuation Notice Receipt Date or, in relation to Basket Warrants and to Tranche Warrants, following the last Final Valuation Notice Receipt Date,

provided that where an Exercise Date occurs following a Credit Event Determination Date and no Final Valuation Notice Receipt Date has yet occurred in respect of such Credit Event Determination Date, the Credit Event Payment Date shall be the date falling four Payment Business Days (or in respect of Uncertificated Swedish Warrants, Uncertificated Norwegian Warrants or Uncertificated Finnish Warrants, twelve Payment Business Days) following the Final Valuation Notice Receipt Date relating to such Credit Event Determination Date.

- (b) *If the applicable Final Terms specify that "Settlement Type" is stated as being "European Settlement":*

The later of (x) the Scheduled Expiration Date and (y) the date determined in accordance with (a)(y) above.

Credit Event Resolution Request Date means, with respect to a notice to ISDA, delivered in accordance with the Rules, requesting that a Credit Derivatives Determinations Committee be convened to Resolve:

- (A) whether an event that constitutes a Credit Event has occurred with respect to the relevant Reference Entity or Obligation; and
- (B) if the relevant Credit Derivatives Determinations Committee Resolves that such event has occurred, the date of the occurrence of such event,

the date, as publicly announced by ISDA, that the relevant Credit Derivatives Determinations Committee Resolves to be the first date on which such notice was effective and on which the relevant Credit Derivatives Determinations Committee was in possession, in accordance with the Rules, of Publicly Available Information with respect to the DC Resolutions (as defined in the Rules).

Credit Linked Physical Delivery Amount means, for each Warrant, Specified Deliverable Obligations with an outstanding principal balance, excluding accrued interest, equal to the product of the Principal Credit Factor and the difference between (i) the Nominal Amount or, if applicable, the Partial Cancellation Amount in case of the occurrence of a Restructuring (see Condition 1.3 of these Additional Terms and Conditions) or the Multiple Successor Notional Amount (see Condition 1.4 of these Additional Terms and Conditions) and (ii) the equivalent of the Specified Deliverable Obligations whose market value is equal to the Unwind Costs, subject to a minimum of zero. If the number of Specified

Deliverable Obligations that the Issuer can Deliver is not an integer then, in respect of each Warrant, the Credit Linked Physical Delivery Amount will include, in addition to the whole number of the Specified Deliverable Obligations that can be Delivered (and having an outstanding principal balance equal to or less than the outstanding principal balance of the Credit Linked Physical Delivery Amount), an amount (to be paid in cash) equal to the market value, excluding accrued interest, of Specified Deliverable Obligations with an outstanding principal balance equal to the difference between (i) the outstanding principal balance of the Credit Linked Physical Delivery Amount and (ii) the outstanding principal balance of the whole number of Specified Deliverable Obligations that can be Delivered, as determined by the Calculation Agent.

Credit Linked Warrant means, a Warrant in respect of which these Additional Terms and Conditions for Credit Linked Warrants – Part A (2009 Definitions) and the Credit Linked Warrants Provisions in the applicable Final Terms apply.

Credit Valuation Date means:

(A) *If the applicable Final Terms specify that "Settlement Method" is stated as being "Cash Settlement" and the clause "Final Value" is stated as being "Fixed Recovery":*

The date on which the Credit Event Notice is delivered to the relevant Clearing System for the information of the Warrantholders.

(B) *If the applicable Final Terms specify that "Settlement Method" is stated as being "Physical Settlement":*

The date that is two Business Days after the Latest Permissible Physical Settlement Date, subject, as the case may be, to Condition 1.1.2.3 of these Additional Terms and Conditions PROVIDED THAT if the Calculation Agent is unable to determine the final price of the Undeliverable Obligation on the Credit Valuation Date (the **Original Credit Valuation Date**), the Credit Valuation Date will be such later date, within the fifteen (15) Business Days' period following the Original Credit Valuation Date, on which the Calculation Agent is able to determine such final price.

(C) *If the applicable Final Terms specify that "Settlement Method" is stated as being "Cash Settlement" and the clause "Final Value" is stated as being "Floating Recovery" in the applicable Final Terms:*

- (1) If the Final Value is to be determined pursuant to Auction Method, the auction date or any other date specified by the relevant Transaction Auction Settlement Terms; or
- (2) If the Final Value is to be determined pursuant to Quotation Dealers Method, the Calculation Agent will select in its own discretion a date that is on or before the 160th Business Day following the Credit Event Determination Date (the **Original Credit Valuation Date**),

PROVIDED THAT if the Calculation Agent is unable to determine the Final Value at the latest on the Original Credit Valuation Date, the Credit Valuation Date will be such later date, within the fifteen Business Day period following the Original Credit Valuation Date, on which the Calculation Agent is able to determine the Final Value,

PROVIDED FURTHER THAT, under no circumstances will the Final Value be determined later than the 180th Business Day following the corresponding Credit Event Determination Date.

DC No Credit Event Announcement means, with respect to a Reference Entity, a public announcement by ISDA that the relevant Credit Derivatives Determinations Committee has Resolved, following a Credit Event Resolution Request Date, that the event that is the subject of the notice to ISDA resulting in the occurrence of such Credit Event Resolution Request Date does not constitute a Credit Event with respect to such Reference Entity (or an Obligation thereof).

Default Requirement means, unless otherwise specified in the applicable Final Terms, USD 10,000,000 or the amount specified in the applicable Final Terms (or in each case its equivalent in the Obligation Currency as of the occurrence of the relevant Credit Event).

Deliver means, to deliver, novate, transfer (including in the case of a Qualifying Guarantee, transfer of the benefit of the Qualifying Guarantee), assign or sell, as appropriate, in the manner customary for the settlement of the applicable Specified Deliverable Obligations (which shall include executing all necessary documentation and taking any other necessary actions), in order to convey all right, title and interest in the Specified Deliverable Obligations to the relevant Warrantholder or Warrantholders free and clear of any and all liens, charges, claims and encumbrances (including, without limitation, any counterclaim, defence (other than a counterclaim or defence based on the factors set out in paragraphs (B)(1) to (B)(4) of the definition of Deliverable Obligation below) or right of set-off by or of the Reference Entity or, as applicable, an Underlying Obligor); provided that to the extent that the Deliverable Obligations consist of Qualifying Guarantees, Deliver means to Deliver both the Qualifying Guarantee and the Underlying Obligation. **Delivery** and **Delivered** will be construed accordingly. In the case of a Loan, Delivery shall be effected using documentation substantially in the form of the documentation customarily used in the relevant market for Delivery of such Loan at that time.

Deliverable Assets shall have the meaning given to them in Condition 4.12 of the General Terms and Conditions.

Deliverable Obligation means, subject to, if specified as "*Applicable*" in the applicable Final Terms, the provisions contained in the definition of Restructuring Maturity Limitation and Fully Transferable Obligation or (the provisions contained in the definition of Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation), any of:

- (A) the Reference Obligation(s) (if any);
- (B) any obligation of a Reference Entity (either directly or as provider of a Qualifying Affiliate Guarantee, or if All Guarantees is specified as "*Applicable*" in the applicable Final Terms, as provider of any Qualifying Guarantee), described by the Deliverable Obligation Category specified in the applicable Final Terms and having each of the Deliverable Obligation Characteristics, if any, specified in the applicable Final Terms that (i) is payable in an amount equal to its outstanding principal balance (excluding accrued interest) or Due and Payable Amount, as applicable, (ii) in the case of a Qualifying Guarantee other than a Qualifying Affiliate Guarantee, is capable, at the Physical Settlement Date, of immediate assertion or demand by or on behalf of the holder or holders against the Reference Entity for an amount at least equal to the outstanding principal balance (excluding accrued interest) or Due and Payable Amount, as applicable, being Delivered apart from the giving of any notice of non-payment or similar procedural requirement, it being understood that acceleration of an

Underlying Obligation shall not be considered a procedural requirement and (iii) is not subject to a right of set-off by or of a Reference Entity or any applicable Underlying Obligor or any counterclaim or defence, other than a counterclaim or defence based on the following factors:

- (1) any lack or alleged lack of authority or capacity of a Reference Entity to enter into any Deliverable Obligations;
 - (2) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Deliverable Obligations, however described;
 - (3) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described; or
 - (4) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, however described.
- (C) solely in relation to a Restructuring applicable to a Sovereign Reference Entity, any Sovereign Restructured Deliverable Obligation that (i) is payable in an amount equal to its outstanding principal balance (excluding accrued interest), or Due and Payable Amount, as applicable, (ii) is not subject to any counterclaim, defence (other than a counterclaim or defence based on the factors set forth in paragraphs (B)(1) to (B)(4) of this definition) or right of set off by or of the Reference Entity or, as applicable, an Underlying Obligor and (iii) in the case of a Qualifying Guarantee other than a Qualifying Affiliate Guarantee, is capable, at the Physical Settlement Date, of immediate assertion or demand by or on behalf of the holder or holders against the Reference Entity for an amount at least equal to the outstanding principal balance (excluding accrued interest), or Due and Payable Amount, as applicable, being Delivered apart from the giving of any notice of non-payment or similar procedural requirement, it being understood that acceleration of an Underlying Obligation shall not be considered a procedural requirement;
- (D) any other obligation of a Reference Entity specified as such in the applicable Final Terms.
- (1) If the Warrants described in the applicable Final Terms are denominated in Euros:

Where a Specified Deliverable Obligation is denominated in a currency other than Euro, the Calculation Agent will determine the Euro equivalent of such amount by reference to the MEAN price as displayed on the relevant Reuters page on the date on which the Notice of Physical Settlement is effective (or, if the Notice of Physical Settlement is changed on or prior to the Physical Settlement Date, the date on which notice of the last such change is effective) or, if the cash settlement definitions apply, on the Credit Valuation Date, or in such other commercially reasonable manner as it will determine in its sole discretion.
 - (2) If the Warrants described in the applicable Final Terms are denominated in U.S. dollars:

Where a Specified Deliverable Obligation is denominated in a currency other than United States Dollar, the Calculation Agent will determine the United States Dollar equivalent of such amount by reference to the Federal Reserve Bank of New York 10.00 a.m. mid point rate as displayed on Reuters Page FEDSPOT on the date on which the Notice of Physical Settlement is effective (or, if the Notice of Physical Settlement is changed on or prior to the Physical Settlement Date, the date on which notice of the last such change is effective) or, if the cash settlement definitions apply, on the Credit Valuation Date, or in such other commercially reasonable manner as it will determine in its sole discretion.

- (3) If the Warrants described in the applicable Final Terms are denominated in Hong Kong Dollars:

Where a Specified Deliverable Obligation is denominated in a currency other than Hong Kong Dollar, the Calculation Agent will determine the Hong Kong Dollar equivalent of such amount by reference to the Federal Reserve Bank of New York 10.00 a.m. mid point rate as displayed on Reuters Page FEDSPOT on the date on which the Notice of Physical Settlement is effective (or, if the Notice of Physical Settlement is changed on or prior to the Physical Settlement Date, the date on which notice of the last such change is effective) or, if the cash settlement definitions apply, on the Credit Valuation Date, or in such other commercially reasonable manner as it will determine in its sole discretion.

Deliverable Obligation Category means, any one of Payment, Borrowed Money, Reference Obligation Only, Bond, Loan, or Bond or Loan, as specified in the applicable Final Terms. In case of Reference Obligation Only, no Deliverable Obligation Characteristics shall be applicable.

Deliverable Obligation Characteristics means, any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed, Not Contingent, Assignable Loan, Consent Required Loan, Transferable, Not Bearer, Maximum Maturity, Not Domestic Issuance and Accelerated or Matured as specified in the applicable Final Terms. If any of Payment, Borrowed Money, Loan or Bond or Loan is specified as Deliverable Obligation Category and more than one of Assignable Loan and Consent Required Loan are specified as Deliverable Obligation Characteristics, the Deliverable Obligation may include any Loan that satisfies any one of such Deliverable Obligation Characteristics specified and need not satisfy all such Deliverable Obligation Characteristics.

Detachment Point: means, in respect of Tranche Warrants the number (expressed as a percentage) specified in the applicable Final Terms.

Domestic Currency means, the currency specified as such in the applicable Final Terms and any successor currency. If no currency is specified, the Domestic Currency shall be the lawful currency and any successor currency of (a) the relevant Reference Entity, if the Reference Entity is a Sovereign, or (b) the jurisdiction in which the relevant Reference Entity is organised, if the Reference Entity is not a Sovereign. In no event shall Domestic Currency include any successor currency if such successor currency is the lawful currency of any of Canada, Japan, Switzerland, the United Kingdom, the United States of America and the euro (or any successor currency to any such currency).

Downstream Affiliate means, an entity, whose outstanding Voting Shares were, at the date of issuance of the Qualifying Guarantee, more than 50 per cent. owned, directly or indirectly, by the Reference Entity.

Due and Payable Amount means, the amount that is due and payable under (and in accordance with the terms of) a [Deliverable]** [Selected]* Obligation on the [Physical Settlement Date]** [Credit Valuation Date]*, whether by reason of acceleration, maturity, termination or otherwise (excluding sums in respect of default interest, indemnities, tax gross-ups and other similar amounts). When used in connection with Qualifying Guarantees, the term Due and Payable Amount is to be interpreted to be the then Due and Payable Amount of the Underlying Obligation which is supported by a Qualifying Guarantee.

Eligible Transferee means, each of the following:

- (A) (i) any bank or other financial institution; (ii) an insurance or reinsurance company; (iii) a mutual fund, unit trust or similar collective investment vehicle (other than an entity specified in paragraph (C)(i) below); and (iv) a registered or licensed broker or dealer (other than a natural person or proprietorship); provided, however, in each case that such entity has total assets of at least USD 500,000,000;
- (B) an Affiliate of an entity specified in the preceding paragraph (A);
- (C) each of a corporation, partnership, proprietorship, organisation, trust or other entity: (i) that is an investment vehicle (including, without limitation, any hedge fund, issuer of collateralised debt obligations, commercial paper conduit or other special purpose vehicle) that (1) has total assets of at least USD 100,000,000 or (2) is one of a group of investment vehicles under common control or management having, in the aggregate, total assets of at least USD 100,000,000; (ii) that has total assets of at least USD 500,000,000; or (iii) the obligations of which under an agreement, contract or transaction are guaranteed or otherwise supported by a letter of credit or keepwell, support or other agreement by an entity described in paragraphs (A), (B), (C)(ii) or (D) of this definition; and
- (D) a Sovereign, Sovereign Agency or Supranational Organisation.

All references in this definition of Eligible Transferee to USD include equivalent amounts in other currencies.

Enabling Obligation means, an outstanding [Deliverable]** [Selected]* Obligation that (a) is a Fully Transferable Obligation or a Conditionally Transferable Obligation, as applicable, and (b) has a final maturity date occurring on or prior to the Scheduled Expiration Date and following the Limitation Date immediately preceding the Scheduled Expiration Date (or, in circumstances where the Scheduled Expiration Date occurs prior to the 2.5-year Limitation Date, following the final maturity date of the Latest Maturity Restructured Bond or Loan, if any).

Equity Securities means: (i) in the case of a Convertible Obligation, equity securities (including options and warrants) of the issuer of such obligation or depositary receipts representing those equity securities of the issuer of such obligation together with any other property distributed to or made available to holders of those equity securities from time to time and (ii) in the case of an Exchangeable Obligation, equity securities (including options and warrants) of a person other than the issuer of such obligation or

depository receipts representing those equity securities of a person other than the issuer of such obligation together with any other property distributed to or made available to holders of those equity securities from time to time.

European Settlement means, in respect of Credit Linked Warrants that the Settlement Type specified in the applicable Final Terms is "European Settlement".

Event-linked Early Settlement Date means a date that is a Payment Business Day and that is the later of:

- (1) the date specified as such in the applicable Final Terms (the **Scheduled Event-linked Early Settlement Date**); or
- (2) the day that is four Payment Business Days (or in respect of Uncertificated Swedish Warrants or Uncertificated Finnish Warrants, twelve Payment Business Days) following the Final Valuation Notice Receipt Date, or in relation to Basket Warrants and to Tranche Warrants, following the last Final Valuation Notice Receipt Date if a Credit Event Notice is delivered during the Notice Delivery Period; and
- (3) the later of the two following dates:
 - (a) *if the applicable Final Terms specify that "Repudiation/Moratorium" is stated as being "Applicable" to the relevant Reference Entity:*

the day that is four Payment Business Days (or in respect of Uncertificated Swedish Warrants or Uncertificated Finnish Warrants, twelve Payment Business Days) following the Repudiation/Moratorium Evaluation Date, or in the case of First-to-Default Warrants, Basket Warrants and Tranche Warrants, following the last Repudiation/Moratorium Evaluation Date, if:

- (1) a Potential Repudiation/Moratorium occurs on or prior to the Scheduled Last Credit Event Occurrence Date;
- (2) the Repudiation/Moratorium Extension Condition is satisfied;
- (3) such Repudiation/Moratorium Evaluation Date falls after the Scheduled Event-linked Early Settlement Date; and
- (4) no Credit Event Notice in respect of such Potential Repudiation/Moratorium is delivered during the Notice Delivery Period; and
- (b) *if the applicable Final Terms specify that "Grace Period Extension" is stated as being "Applicable" to the relevant Reference Entity:*

the day that is four Payment Business Days (or in respect of Uncertificated Swedish Warrants or Uncertificated Finnish Warrants, twelve Payment Business Days) following the Grace Period Extension Date, or, in the case of First-to-Default Warrants, Basket Warrants and Tranche Warrants, following the last Grace Period Extension Date if

- (1) a Potential Failure to Pay occurs on or prior to the Scheduled Last Credit Event Occurrence Date;

- (2) such Grace Period Extension Date falls after the Scheduled Event-linked Early Settlement Date; and
- (3) no Credit Event Notice in respect of such Potential Failure to Pay is delivered during the Notice Delivery Period.

PROVIDED that, in all cases, if a Notice of Pending Credit Event in relation to a Reference Entity is delivered prior to the Scheduled Event-linked Early Settlement Date and is still effective on the Scheduled Event-linked Early Settlement Date, the Event-linked Early Settlement Date will be either the date on which the Suspended Amounts are paid to the Warrantholders or, if a Credit Event Notice relating to the event in the Notice of Pending Credit Event is delivered, the day that is four Payment Business Days (or in respect of Uncertificated Swedish Warrants or Uncertificated Finnish Warrants, twelve Payment Business Days) following the related Final Valuation Notice Receipt Date.

Exchangeable Obligation means, any obligation that is exchangeable, in whole or in part, for Equity Securities solely at the option of holders of such obligation or a trustee or similar agent acting for the benefit only of holders of such obligation (or the cash equivalent thereof, whether the cash settlement option is that of the issuer or of (or for the benefit of) the holders of such obligation). With respect to any Exchangeable Obligation that is not an Accreting Obligation, outstanding principal balance shall exclude any amount that may be payable under the terms of such obligation in respect of the value of the Equity Securities for which such obligation is exchangeable.

Exercise Cut-off Date means, with respect to a Credit Event:

- (A) if such Credit Event is not a Restructuring (or such Credit Event is a Restructuring but neither "Restructuring Maturity Limitation and Fully Transferable Obligation Applicable" nor "Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable" is specified in the applicable Final Terms), either:
 - (1) the Relevant City Business Day (as defined in the Rules) prior to the Auction Final Price Determination Date (as specified in the relevant Transaction Auction Settlement Terms), if any; or
 - (2) the Relevant City Business Day prior to the Auction Cancellation Date, if any; or
 - (3) the date that is 21 calendar days following the No Auction Announcement Date, if any; or
 - (4) in case sub-sections (A)(1) to (A)(3) above do not apply, the date that is 150 Business Days after the Credit Event Determination Date.
- (B) if such Credit Event is a Restructuring and either "Restructuring Maturity Limitation and Fully Transferable Obligation Applicable" or "Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable" is specified in the applicable Final Terms, and:
 - (1) the relevant Credit Derivatives Determination Committee has Resolved that Transaction Auction Settlement Terms and/or Parallel Auction Settlement

Terms may be published, the date that is five Relevant City Business Days (as defined in the Rules) following the date on which ISDA publishes the Final List (as defined in the Rules) applicable to such Transaction Auction Settlement Terms in accordance with the Rules; or

- (2) a No Auction Announcement Date occurs, the date that is 21 calendar days following such No Auction Announcement Date; or
- (3) in case sub-sections (B)(1) and (B)(2) above do not apply, the date that is 150 Business Days after the Credit Event Determination Date.

Expiration Date means:

- (A) If the applicable Final Terms specify that the clause "Settlement Type" is stated as being "American Settlement":
 - (1) the date specified as the Scheduled Expiration Date in the applicable Final Terms; or
 - (2) the [Physical Settlement Date (or the later of the Physical Settlement Date and the Credit Event Payment Date if the provisions of Condition 1.1.2 of these Additional Terms and Conditions apply)]** [Credit Event Payment Date]* if a Credit Event Notice is delivered during the Notice Delivery Period; or
 - (3) the later of the two following dates:
 - (a) if the applicable Final Terms specify that "Repudiation/Moratorium" is stated as being "*Applicable*" to the relevant Reference Entity: the day that is four Payment Business Days (or in respect of Uncertificated Swedish Warrants, Uncertificated Norwegian Warrants or Uncertificated Finnish Warrants, twelve Payment Business Days) following the Repudiation/Moratorium Evaluation Date, or in the case of First-to-Default Warrants, Basket Warrants and Tranche Warrants, the last Repudiation/Moratorium Evaluation Date, if:
 - (1) a Potential Repudiation/Moratorium occurs on or prior to the Scheduled Last Credit Event Occurrence Date;
 - (2) the Repudiation/Moratorium Extension Condition is satisfied;
 - (3) such Repudiation/Moratorium Evaluation Date falls after the Scheduled Expiration Date; and
 - (4) no Credit Event Notice in respect of such Potential Repudiation/Moratorium is delivered during the Notice Delivery Period; and
 - (b) if the applicable Final Terms specify that "Grace Period Extension" is stated as being "*Applicable*" to the relevant Reference Entity: the day that is four

Payment Business Days (or in respect of Uncertificated Swedish Warrants, Uncertificated Norwegian Warrants or Uncertificated Finnish Warrants, twelve Payment Business Days) following the Grace Period Extension Date, or, in the case of First-to-Default Warrants, Basket Warrants and Tranche Warrants, the last Grace Period Extension Date if:

- (1) a Potential Failure to Pay occurs on or prior to the Scheduled Last Credit Event Occurrence Date;
 - (2) such Grace Period Extension Date falls after the Scheduled Expiration Date; and
 - (3) no Credit Event Notice in respect of such Potential Failure to Pay is delivered during the Notice Delivery Period.
- (B) *If the applicable Final Terms specify that the clause "Settlement Type" is stated as being "European Settlement", the later of the dates set out in paragraphs (A)(1), (A)(2) and (A)(3) above.*

PROVIDED that, in all cases, if a Notice of Pending Credit Event in relation to a Reference Entity is delivered prior to the Scheduled Expiration Date or the Exercise Date, as the case may be, and is still effective on the Scheduled Expiration Date or the Exercise Date, as applicable, the Expiration Date will be either the date that falls five Payment Business Days before the day on which the Suspended Amounts are paid or delivered, as the case may be, to the Warrantholders or, if a Credit Event Notice relating to the event in the Notice of Pending Credit Event is delivered, the [Physical Settlement Date]** [Credit Event Payment Date]*.

Extension Date means, the later of (i) the Scheduled Expiration Date and (ii) the fourth Business Day (or in respect of Uncertificated Swedish Warrants, Uncertificated Norwegian Warrants or Uncertificated Finnish Warrants, the twelfth Business Day) following the Last Credit Event Occurrence Date, or, in the event of delivery of a Notice of Pending Credit Event, the date that is 110 Business Days following the Credit Event Resolution Request Date.

Failure to Pay means, after the expiration of any applicable Grace Period (after the satisfaction of any conditions precedent to the commencement of such Grace Period), the failure by a Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations, in accordance with the terms of such Obligations at the time of such failure.

Fallback Settlement Event means:

- (a) a No Auction Announcement Date occurs pursuant to paragraph (a) or (c) of the definition thereof;
- (b) an Auction Cancellation Date occurs; or
- (c) a DC Resolution Resolving not to determine the existence of a Credit Event is published following a Credit Event Resolution Request Date.

A Fallback Settlement Event may occur on any date from and including the Credit Event Determination Date to and including the 160th Business Day following the Credit Event Determination Date.

Final Price means, in respect of a [Selected]* [Undeliverable]** Obligation, a quotation (expressed as a percentage) of such [Selected]* [Undeliverable]** Obligation, obtained from Quotation Dealers in the manner provided below. The Calculation Agent will determine, based on the then current market practice, whether such quotations will include or exclude accrued but unpaid interest and all quotations will be obtained in accordance with this determination. The Calculation Agent will require each Quotation Dealer to provide quotations to the extent reasonably practicable at approximately 11.00 a.m. London time or 11.00 a.m. New York time, as the case may be. To such end:

- (A) If the Calculation Agent obtains more than three Full Quotations on the Credit Valuation Date, the Final Price will be the arithmetic mean of such Full Quotations, disregarding the Full Quotations with the highest and lowest values (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations will be disregarded).
- (B) If the Calculation Agent is unable to obtain more than three Full Quotations, but obtains exactly three Full Quotations on the Credit Valuation Date, the Final Price will be the Full Quotation remaining after disregarding the highest and lowest Full Quotations (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations will be disregarded).
- (C) If the Calculation Agent is unable to obtain three Full Quotations, but obtains exactly two Full Quotations on the Credit Valuation Date, the Final Price will be the arithmetic mean of such Full Quotations.
- (D) If the Calculation Agent is unable to obtain two Full Quotations, but obtains a Weighted Average Quotation on the Credit Valuation Date, the Final Price will be such Weighted Average Quotation.
- (E) If the Calculation Agent obtains fewer than two Full Quotations and no Weighted Average Quotation on the Credit Valuation Date, then the Final Price will be an amount as determined by the Calculation Agent on the next Business Day on which the Calculation Agent obtains two or more Full Quotations or a Weighted Average Quotation. If the Calculation Agent is unable to obtain two or more Full Quotations or a Weighted Average Quotation on the same Business Day on or prior to the fifteenth Business Day following the Credit Valuation Date, the Final Price will be deemed to be (i) in respect of Long Warrants, zero, or (ii) in respect of Short Warrants, the weighted average of any firm quotations for the [Selected]* [Undeliverable]** Obligation obtained from Quotation Dealers with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations were not obtained .

Final Valuation Notice means, the notice delivered on the Final Valuation Notice Receipt Date, specifying:

- (A) *If the applicable Final Terms specify that the clause "Settlement Method" is stated as being "Cash Settlement":*

- (1) except if the Final Value is specified as Fixed Recovery in the applicable Final Terms or if the Final Value is specified as Floating Recovery and Auction Method is specified as applicable in the applicable Final Terms, the Selected Obligations (with an aggregate outstanding principal balance, excluding accrued interest, equal to the Aggregate Exercise Amount);
 - (2) the Credit Event Payment Amount; and
 - (3) the Credit Event Payment Date.
- (B) *If the applicable Final Terms specify that the clause "Settlement Method" is stated as being "Physical Settlement" and the provisions of Condition 1.1.2 of these Additional Terms and Conditions apply:*

The Credit Event Payment Amount per Undeliverable Obligation (if any).

Final Valuation Notice Receipt Date means, the day (such day being expected to be no later than the 7th Business Day following the Credit Valuation Date) on which the Calculation Agent delivers the Final Valuation Notice on behalf of the Issuer to the relevant Clearing Systems, for the information of the Warrantholders.

Final Value means, in respect of a Reference Entity in respect of which a Credit Event Determination Date has occurred, either:

- (A) *If the applicable Final Terms specify that the clause "Final Value" is stated as being "Fixed Recovery":*

The percentage specified as such in the applicable Final Terms; or

- (B) *If the applicable Final Terms specify that the clause "Final Value" is stated as being "Floating Recovery":*

- (1) If Auction Method is specified as applicable in the applicable Final Terms and therefore the Final Value is to be determined pursuant to a Transaction Auction Settlement Terms and if a Transaction Auction Settlement Terms is published on or before 140 Business Days following the Credit Event Determination Date, that provides for the valuation of obligations of a Reference Entity in respect of which a Credit Event has occurred, subject to the occurrence of a Fallback Settlement Event, the Auction Final Price (as specified in the relevant Transaction Auction Settlement Terms and expressed as a percentage) determined, if any, under such Transaction Auction Settlement Terms and applicable to the status of the Reference Obligation (subordinated or senior or any other applicable status as the case may be); or
- (2) If (i) Auction Method is specified in the applicable Final Terms and (x) a Fallback Settlement Event occurs or (y) but no Transaction Auction Settlement Terms is published on or before 140 Business Days following the Credit Event Determination Date or (ii) Quotation Dealers Method is specified

in the applicable Final Terms, the amount determined by the Calculation Agent on the Credit Valuation Date as follows:

- (a) the Final Price if there is only one Selected Obligation; or
- (b) the weighted average of the Final Prices of the Selected Obligations if the latter are a portfolio,

in each case, minus the Valuation Hedging Cost for such Selected Obligation(s).

First Credit Event Occurrence Date is the date specified as such in the applicable Final Terms.

First Ranking Interest means, a charge, security interest (or other type of interest having similar effect) (an **LPN Interest**), which is expressed as being "first ranking", "first priority", or similar (**First Ranking**) in the document creating such LPN Interest (notwithstanding that such LPN Interest may not be First Ranking under any insolvency laws of any relevant insolvency jurisdiction of the LPN Issuer).

First-to-Default Warrant means, a Credit Linked Warrant indexed on two or more Reference Entities, in respect of which the First-to-Default Reference Entity will be treated as if it were the sole Reference Entity and for which the Type of Credit Linked Warrants is specified as "First-to-Default Warrants" in the applicable Final Terms.

First-to-Default Reference Entity means, the first Reference Entity in respect of which a Credit Event occurs and a Credit Event Notice and, if applicable a Notice of Publicly Available Information, have been sent in accordance with the provisions of Condition 1 of these Additional Terms and Conditions. If the Type of Credit Linked Warrants is specified as "First-to-Default Warrants" in the applicable Final Terms, the definitions of Obligation or [Deliverable Obligation]** [Selected Obligation]* shall be construed as though such definitions had been specified only with respect to the First-to-Default Reference Entity.

Fixed Recovery means, in respect of Credit Linked Warrants that the Final Value specified in the applicable Final Terms is specified as "Fixed Recovery: [●] per cent.".

Floating Recovery means, in respect of Credit Linked Warrants that the Final Value specified in the applicable Final Terms is specified either as "Floating Recovery with Auction Method" or "Floating Recovery with Quotation Dealers Method".

Full Quotation means, with respect to Long Warrants each firm bid quotation and with respect to Short Warrants each firm offer quotation, in both cases, obtained from a Quotation Dealer for an amount equal to the Quotation Amount. It is understood that a Full Quotation shall be based, with respect to any Accreting Obligation on the Accreted Amount thereof.

Fully Transferable Obligation means, a [Deliverable]** [Selected]* Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Eligible Transferees without the consent of any person being required, in the case of any [Deliverable]** [Selected]* Obligation other than Bonds. Any requirement that notification of novation, assignment or transfer of a [Deliverable]** [Selected]* Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a [Deliverable]** [Selected]* Obligation shall not be considered to be a requirement for consent for purposes of this definition.

For purposes of determining whether a [Deliverable]** [Selected]* Obligation satisfies the requirements of the definition of Fully Transferable Obligation, such determination shall be made as of the [Physical Settlement Date]** [Credit Valuation Date]* for the [Deliverable]** [Selected]* Obligation, taking into account only the terms of the [Deliverable]** [Selected]* Obligation and any related transfer or consent documents which have been obtained by the Calculation Agent.

Governmental Authority means, any *de facto* or *de jure* government (or any agency, instrumentality, ministry or department thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of a Reference Entity or of the jurisdiction of organisation of a Reference Entity.

Grace Period means:

- (A) subject to paragraphs (B) and (C) below, the applicable grace period with respect to payments under the relevant Obligation under the terms of such Obligation in effect as of the date as of which such Obligation is issued or incurred;
- (B) if **Grace Period Extension** is specified as "*Applicable*" in the applicable Final Terms, a Potential Failure to Pay has occurred on or prior to the Scheduled Last Credit Event Occurrence Date (determined by reference to Greenwich Mean Time (or if the Transaction Type of the relevant Reference Entity is Japan Corporate, Standard Japan Corporate, Japan Sovereign or Standard Japan Sovereign (as specified in the applicable Final Terms), Tokyo time)), and the applicable grace period cannot, by its terms, expire on or prior to the Scheduled Last Credit Event Occurrence Date (determined by reference to Greenwich Mean Time (or if the Transaction Type of the relevant Reference Entity is Japan Corporate, Standard Japan Corporate, Japan Sovereign or Standard Japan Sovereign (as specified in the applicable Final Terms), Tokyo time)), the Grace Period shall be deemed to be the lesser of such grace period and thirty calendar days or such other period specified in the applicable Final Terms; and
- (C) if, as of the date as of which an Obligation is issued or incurred, no grace period with respect to payments or a grace period with respect to payments of less than three Grace Period Business Days is applicable under the terms of such Obligation, a Grace Period of three Grace Period Business Days shall be deemed to apply to such Obligation; provided that; unless Grace Period Extension is specified as "*Applicable*" in the applicable Final Terms, such deemed Grace Period shall expire no later than the Scheduled Last Credit Event Occurrence Date.

Grace Period Business Day means, a day on which commercial banks and foreign exchange markets are generally open to settle payments in the place or places and on the days specified for that purpose in the relevant Obligation and if a place or places are not so specified, in the jurisdiction of the Obligation Currency.

Grace Period Extension Date means, if (a) Grace Period Extension is specified as "*Applicable*" in the applicable Final Terms and (b) a Potential Failure to Pay occurs on or prior to the Scheduled Last Credit Event Occurrence Date (determined by reference to Greenwich Mean Time (or if the Transaction Type of the relevant Reference Entity is Japan Corporate, Standard Japan Corporate, Japan Sovereign or Standard Japan Sovereign (as specified in the applicable Final Terms), Tokyo time)), the date that is the number of days in the Grace Period after the date of such Potential Failure to Pay.

If Grace Period Extension is specified as "*Not applicable*" in the applicable Final Terms, Grace Period Extension shall not apply to the Warrants.

If (i) Grace Period Extension is specified as "*Applicable*" in the applicable Final Terms, (ii) a Potential Failure to Pay occurs on or prior to the Scheduled Last Credit Event Occurrence Date (determined by reference to Greenwich Mean Time (or if the Transaction Type of the relevant Reference Entity is Japan Corporate, Standard Japan Corporate, Japan Sovereign or Standard Japan Sovereign (as specified in the applicable Final Terms), Tokyo time)), and (iii) a Credit Event Determination Date in respect of that Failure to Pay does not occur on or prior to the last day of the Notice Delivery Period, the later of the Scheduled Expiration Date and the date falling four Business Days (or in respect of Uncertificated Swedish Warrants, Uncertificated Norwegian Warrants or Uncertificated Finnish Warrants, twelve Business Days) after the Grace Period Extension Date will be the Settlement Date or Expiration Date, as applicable (even if a Failure to Pay occurs after the Scheduled Last Credit Event Occurrence Date).

Greenwich Mean Time (GMT) means, the mean solar time at the Greenwich meridian, in Greenwich, London.

Hedge Positions means as defined in Condition 5.14 of the General Terms and Conditions, provided that for the purposes of these Additional Terms and Conditions, Hedge Positions will be deemed to include the Optional Hedge Positions (if any).

Illegal or Impossible means, in respect of the Delivery of any Specified Deliverable Obligations, that it is illegal or impossible for the Issuer to Deliver or for a Warrantholder to take Delivery of all or part of such Specified Deliverable Obligations because of:

- (A) any legal, contractual or other restrictions or constraints affecting the Delivery of the Specified Deliverable Obligations (including, without limitation, any laws, regulations, court orders, other governmental or regulatory constraints, the specific terms or conditions of the Specified Deliverable Obligations or failure to obtain the relevant consents, including but not limited to the consent of the Reference Entity and the guarantor (if any) of the Reference Entity or the consent of the applicable borrower in the case of a Specified Deliverable Obligation guaranteed by the Reference Entity); or
- (B) any event which is beyond the control of the Issuer (including, without limitation, failure of the relevant Clearing System, the refusal by a Warrantholder to take Delivery of any of the Specified Deliverable Obligations, or the inability to purchase the Deliverable Obligations despite the Issuer's reasonable efforts); or
- (C) any event which is beyond the control of a Warrantholder due to its specific situation.

ISDA Credit Derivatives Determinations Committees and Auction Settlement Supplement means, the 2009 ISDA Credit Derivatives Determinations Committees and Auction Settlement Supplement to the 2003 ISDA Credit Derivatives Definitions published on 12 March 2009, as amended from time to time.

Last Credit Event Occurrence Date means, the latest of:

- (A) the Scheduled Last Credit Event Occurrence Date;

- (B) if the applicable Final Terms specify that "Repudiation/Moratorium" is stated as being "Applicable" to the relevant Reference Entity:

the Repudiation/Moratorium Evaluation Date, or, in the case of First-to-Default Warrants, Basket Warrants and Tranche Warrants, the last Repudiation/Moratorium Evaluation Date, if (i) the Credit Event that is the subject of a Credit Event Notice is a Repudiation/Moratorium, (ii) the Potential Repudiation/Moratorium with respect to such Repudiation/Moratorium has occurred on or prior to the Scheduled Last Credit Event Occurrence Date and (iii) the Repudiation/Moratorium Extension Condition is satisfied; and

- (C) if the applicable Final Terms specify that "Grace Period Extension" is stated as being "Applicable" to the relevant Reference Entity:

the Grace Period Extension Date, or, in the case of First-to-Default Warrants, Basket Warrants and Tranche Warrants, the last Grace Period Extension Date, if (i) the Credit Event that is the subject of a Credit Event Notice is a Failure to Pay and (ii) the Potential Failure to Pay with respect to such Failure to Pay has occurred on or prior to the Scheduled Last Credit Event Occurrence Date.

Latest Notification Date means, the 30th Business Day following the Exercise Cut-off Date provided that it will be no later than the 180th Business Day after the Credit Event Determination Date.

Latest Permissible Physical Settlement Date means, the day that is 60 Business Days after the date on which a Notice of Physical Settlement is delivered to the relevant Clearing System.

Limitation Date means, the first of 20 March, 20 June, 20 September or 20 December in any year to occur on or immediately following the date that is one of the following numbers of years after the Restructuring Date: two and a half years (the **2.5-year Limitation Date**), five years (the **5-year Limitation Date**), seven and a half years, ten years, twelve and a half years, fifteen years, or twenty years (the **20-year Limitation Date**) as applicable. Limitation Dates shall not be subject to adjustment in accordance with any Business Day Convention unless the applicable Final Terms specify that it shall be so adjusted in accordance with a specified Business Day Convention.

Listed means, an obligation that is quoted, listed or ordinarily purchased and sold on an exchange:

- (A) if the Obligation Characteristic Listed is specified as "Applicable" in the applicable Final Terms, such Final Terms shall be construed as though Listed had been specified as an Obligation Characteristic only with respect to Bonds and shall only be relevant if Bonds are covered by the selected Obligation Category; and
- (B) if the [Deliverable]**[Selected]* Obligation Characteristic Listed is specified as "Applicable" in the applicable Final Terms, such Final Terms shall be construed as though such [Deliverable]**[Selected]* Obligation Characteristic had been specified as a [Deliverable]**[Selected]* Obligation Characteristic only with respect to Bonds (and shall only be relevant if Bonds are covered by the specified [Deliverable]**[Selected]* Obligation Category).

Loan means, any obligation of a type included in the Borrowed Money Obligation Category that is documented by a term loan agreement, revolving loan agreement or other similar credit agreement and shall not include any other type of Borrowed Money.

Long Warrants means, Credit Linked Warrants in respect of which "Long Warrants" is specified in the applicable Final Terms.

Loss Amount means:

- (A) *In respect of Basket Warrants and Tranche Warrants if the applicable Final Terms specify that the clause "N-to-M-to-Default" is stated as being "Not applicable".*

In relation to each Reference Entity in respect of which a Credit Event Determination Date has occurred, an amount equal to the product of (i) the Reference Entity Notional Amount and (ii) the difference between the Reference Price and the Final Value, subject to a minimum of zero.

- (B) *In respect of Tranche Warrants if the applicable Final Terms specify that the clause "N-to-M-to-Default" is stated as being "Applicable".*

In relation to each Reference Entity in respect of which a Credit Event Determination Date has occurred:

- (1) which has a Ranking strictly lower than N: an amount equal to the product of (i) the Reference Entity Notional Amount and (ii) the Reference Price.
- (2) which has a Ranking higher than or equal to N and lower than or equal to M: an amount equal to the product of (i) the Reference Entity Notional Amount and (ii) the difference between the Reference Price and the Final Value, subject to a minimum of zero.
- (3) which has a Ranking strictly higher than M: an amount equal to zero.

LPN Reference Obligation means, each Reference Obligation other than any Additional Obligation. For the avoidance of doubt, any change to the issuer of an LPN Reference Obligation in accordance with its terms shall not prevent such LPN Reference Obligation from constituting a Reference Obligation. Each LPN Reference Obligation is issued for the sole purpose of providing funds for the LPN Issuer to finance a loan to the Reference Entity. For the purposes of the Warrants each such loan shall be an Underlying Loan. For the avoidance of doubt with respect to any LPN Reference Obligation that specifies an Underlying Loan or an Underlying Finance Instrument, the outstanding principal balance shall be determined by reference to the Underlying Loan or Underlying Finance Instrument (as applicable) relating to such LPN Reference Obligation.

M means, the number specified as such in the applicable Final Terms corresponding to the Ranking above which the Aggregate Loss Amount ceases to increase.

Maximum Maturity means, an obligation that has a remaining maturity from the [Physical Settlement Date]** [Credit Valuation Date]* of not greater than the period specified in the applicable Final Terms.

Modified Eligible Transferee means, any bank, financial institution or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities and other financial assets.

Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation means, if specified as "*Applicable*" in the applicable Final Terms and if Restructuring is the only Credit Event specified in a Credit Event Notice delivered by or on behalf of the Issuer, that a [Deliverable]** [Selected]* Obligation may be specified in the [Notice of Physical Settlement]** [Final Valuation Notice]* only if it (i) is a Conditionally Transferable Obligation and (ii) has a final maturity date not later than the applicable Modified Restructuring Maturity Limitation Date.

PROVIDED that if a No Auction Announcement Date has occurred pursuant to subparagraph (b) of the definition thereof with respect to Credit Derivatives Transactions (as defined in the 2003 ISDA Credit Derivatives Definitions) relating to the relevant Reference Entity and having a Scheduled Termination Date (as defined in the 2003 ISDA Credit Derivatives Definitions) comparable to the Scheduled Expiration Date of the Warrants, the condition set out in (ii) above shall not be applicable.

Modified Restructuring Maturity Limitation Date means, with respect to a [Deliverable]** [Selected]* Obligation, the Limitation Date occurring on or immediately following the Scheduled Expiration Date provided that, in circumstances where the Scheduled Expiration Date is later than the 2.5-year Limitation Date, at least one Enabling Obligation exists.

Where "*Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation*" is specified as "*Applicable*" in the applicable Final Terms and where the Scheduled Expiration Date is later than the 2.5-year Limitation Date and prior to the 5-year Limitation Date, a Restructured Bond or Loan will not constitute an Enabling Obligation. Notwithstanding the foregoing, if the Scheduled Expiration Date is either (a) on or prior to the 2.5-year Limitation Date or (b) later than the 2.5-year Limitation Date and on or prior to the 5-year Limitation Date and no Enabling Obligation exists, the Modified Restructuring Maturity Limitation Date will be the 5-year Limitation Date in the case of a Restructured Bond or Loan only.

Subject to the foregoing, in the event that the Scheduled Expiration Date is later than (i) the 2.5-year Limitation Date and no Enabling Obligation exists or (ii) the 20-year Limitation Date, the Modified Restructuring Maturity Limitation Date will be the Scheduled Expiration Date.

Multiple Holder Obligation means, an Obligation that (i) at the time of the event which constitutes a Restructuring is held by more than three holders that are not Affiliates of each other and (ii) with respect to which a percentage of holders (determined pursuant to the terms of the Obligation as in effect on the date of such event) at least equal to sixty-six-and two-thirds is required to consent to the event which constitutes a Restructuring provided that any Obligation that is a Bond shall be deemed to satisfy the requirement in this subparagraph (ii) of this definition of Multiple Holder Obligation; PROVIDED THAT in relation to a Reference Entity which has a Transaction Type being specified in the applicable Final Terms as "*Standard Emerging European Corporate LPN*" or "*Emerging European Corporate LPN*", Multiple Holder Obligation shall be deemed as "*Not applicable*" with respect to any Reference Obligation (and any Underlying Loan).

N means the number specified as such in the applicable Final Terms corresponding to the Ranking starting at which the Aggregate Loss Amount will be an amount greater than zero.

No Auction Announcement Date means, with respect to a Credit Event, the date on which ISDA first publicly announces that (a) no Transaction Auction Settlement Terms, and if applicable, no Parallel Auction Settlement Terms will be published, (b) following the occurrence of a Restructuring with respect to a Reference Entity for which either "*Restructuring Maturity Limitation and Fully Transferable Obligation Applicable*" or "*Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable*" is specified in the applicable Final Terms only, no Transaction Auction Settlement Terms will be published but Parallel Auction Settlement Terms will be published or (c) the relevant Credit Derivatives Determination Committee had Resolved that no Auction will be held following a prior public announcement by ISDA to the contrary.

Nominal Amount means, in respect of Single Name Warrants or First-to-Default Warrants, the Notional Amount per Warrant, subject to reduction in accordance with the provisions of these Additional Terms and Conditions (the Nominal Amount so reduced, the **outstanding Nominal Amount**).

Not Bearer means, any obligation that is not a bearer instrument unless interests with respect to such bearer instrument are cleared via Clearstream, Luxembourg, Euroclear or any other internationally recognised clearing system. If the [Deliverable]**[Selected]* Obligation Characteristic Not Bearer is specified as "*Applicable*" in the applicable Final Terms, such Final Terms shall be construed as though such [Deliverable]**[Selected]* Obligation Characteristic had been specified as a [Deliverable]**[Selected]* Obligation Characteristic only with respect to Bonds (and shall only be relevant if Bonds are covered by the specified [Deliverable]**[Selected]* Obligation Category).

Not Contingent means, any obligation having as of the [Physical Settlement Date]**[Credit Valuation Date]* and all times thereafter an outstanding principal balance or, in the case of obligations that are not Borrowed Money, a Due and Payable Amount, that pursuant to the terms of such obligation may not be reduced as a result of the occurrence or non-occurrence of an event or circumstance (other than payment or, in the case of any Qualifying Guarantee, the beneficiary's giving notice that a payment is due under such Qualifying Guarantee or any other similar procedure requirement). A Convertible Obligation, an Exchangeable Obligation and an Accreting Obligation shall satisfy the Not Contingent [Deliverable]**[Selected]* Obligation Characteristic if such Convertible Obligation, Exchangeable Obligation or Accreting Obligation otherwise meets the requirements of the preceding sentence so long as, in the case of a Convertible Obligation or an Exchangeable Obligation, the right (A) to convert or exchange such obligation or (B) to require the issuer to purchase or redeem such obligation (if the issuer has exercised or may exercise the right to pay the purchase or redemption price, in whole or in part, in Equity Securities) has not been exercised (or such exercise has been effectively rescinded) on or before the [Physical Settlement Date]** [Credit Valuation Date]*.

If a Reference Obligation is a Convertible Obligation or an Exchangeable Obligation, then such Reference Obligation may be included as a [Deliverable]**[Selected]* Obligation only if the rights referred to in (A) and (B) of this definition of Not Contingent have not been exercised (or such exercise has been effectively rescinded) on or before the [Physical Settlement Date]**[Credit Valuation Date]*.

Not Domestic Currency means, any obligation that is payable in any currency other than the Domestic Currency.

Not Domestic Issuance means, any obligation other than an obligation that was, at the time the relevant obligation was issued (or reissued, as the case may be) or incurred, intended to be offered for sale primarily in the domestic market of the relevant Reference Entity. Any obligation that is registered or qualified for sale outside the domestic market of the relevant Reference Entity (regardless of whether

such obligation is also registered or qualified for sale within the domestic market of the relevant Reference Entity) shall be deemed not to be intended for primarily in the domestic market of the Reference Entity.

Not Domestic Law means, any obligation that is not governed by the laws of (a) the relevant Reference Entity, if such Reference Entity is a Sovereign, or (b) the jurisdiction of organisation of the relevant Reference Entity, if such Reference Entity is not a Sovereign. The laws of England and the laws of the State of New York shall not be a Domestic Law.

Not Sovereign Lender means, any obligation that is not primarily owed to a Sovereign or Supranational Organisation, including, without limitation, obligations generally referred to as "Paris Club debt".

Not Subordinated means, an obligation that is not Subordinated to (a) the most senior Reference Obligation in priority of payment or (b) if no Reference Obligation is specified in the applicable Final Terms, any unsubordinated Borrowed Money obligation of the Reference Entity; provided that, if any of the events set forth under paragraph (a) of the definition of Substitute Reference Obligation below has occurred with respect to all of the Reference Obligations or where, with respect to the Reference Obligation, one or more Successors to the relevant Reference Entity have been identified and any one or more such Successors have not assumed the Reference Obligation (each, in each case, a **Prior Reference Obligation**) and no Substitute Reference Obligation has been identified for any of the Prior Reference Obligation at the time of the determination of whether an obligation satisfies the "Not Subordinated" Obligation Characteristic or [Deliverable]** [Selected]* Obligation Characteristic, as applicable, "Not Subordinated" shall mean an obligation that would not have been Subordinated to the most senior such Prior Reference Obligation in priority of payment. For purposes of determining whether an obligation satisfies the Not Subordinated Obligation Characteristic or [Deliverable Obligation Characteristic]** [Selected Obligation Characteristic]* the ranking in priority of payment of each Reference Obligation or each prior Reference Obligation, as applicable, shall be determined as of the date as of which the relevant Reference Obligation or Prior Reference Obligation, as applicable, was issued or incurred and shall not reflect any change to such ranking in priority of payment after such date; PROVIDED THAT in relation to a Reference Entity which has a Transaction Type being specified in the applicable Final Terms as "*Standard Emerging European Corporate LPN*" or "*Emerging European Corporate LPN*" this definition shall be construed as if no Reference Obligation was specified in respect of the Reference Entity.

Notice Delivery Period means, the period from and including the Issue Date to and including the Extension Date.

Notice of Pending Credit Event means, a notice delivered, on a date which is expected to be no later than 10 Business Days following the relevant Credit Event Resolution Request Date, by or on behalf of the Issuer that (a) informs the Warrantholders of the occurrence of a Credit Event Resolution Request Date and (b) states that payment of amounts due and payable, or deliverable, as the case may be, under the Warrants, in connection with amounts due in respect of the Warrants (including the obligation to deliver the Deliverable Assets) shall be suspended (the **Suspended Amounts**) pending the publication of a DC Resolution or as the case may be, a DC No Credit Event Announcement.

PROVIDED THAT:

- (A) if a DC Resolution confirming the existence of a Credit Event in relation to the relevant Reference Entity in the period from and including the First Credit Event Occurrence Date to

and including the Last Credit Event Occurrence Date, is published within 100 Business Days following the Credit Event Resolution Request Date, the Issuer will deliver or arrange delivery of a Credit Event Notice within 10 Business Days of such publication;

- (B) if a DC No Credit Event Announcement in relation to the relevant Reference Entity is published within 100 Business Days following the Credit Event Resolution Request Date, the Suspended Amounts under the Warrants shall be paid or delivered, as the case may be, to the Warrantholders within 10 Payment Business Days (or in respect of Uncertificated Swedish Warrants, Uncertificated Norwegian Warrants or Uncertificated Finnish Warrants, 18 Payment Business Days) of such publication;
- (C) if a DC Resolution Resolving not to determine the existence of a Credit Event in relation to the relevant Reference Entity is published within 100 Business Days following the Credit Event Resolution Request Date, either (i) the Suspended Amounts due under the Warrants shall be paid or delivered, as the case may be, to the Warrantholders within 10 Payment Business Days (or in respect of Uncertificated Swedish Warrants, Uncertificated Norwegian Warrants or Uncertificated Finnish Warrants, 18 Payment Business Days) of such publication; or (ii) the Issuer may decide to deliver a Credit Event Notice together with a Notice of Publicly Available Information (if applicable) within 10 Business Days of such publication; and
- (D) if no DC Resolution or DC No Credit Event Announcement is published after 100 Business Days following the Credit Event Resolution Request Date, the Notice of Pending Credit Event shall be deemed cancelled and either (i) the Suspended Amount due under the Warrants shall be paid or delivered, as the case may be, to the Warrantholders within 10 Payment Business Days (or in respect of Uncertificated Swedish Warrants, Uncertificated Norwegian Warrants or Uncertificated Finnish Warrants, 18 Payment Business Days); or (ii) the Issuer may decide to deliver a Credit Event Notice together with a Notice of Publicly Available Information (if applicable) within 10 Business Days.

Notice of Physical Settlement means, an irrevocable notice that is effective no later than the Latest Notification Date (included) from or on behalf of the Issuer to the Warrantholders specifying the Specified Deliverable Obligations the Issuer reasonably expects to Deliver or procure the Delivery of to the Warrantholders. The Issuer is not bound to Deliver the Specified Deliverable Obligations referred to in the Notice of Physical Settlement. However, it will, to the extent possible, give the Warrantholders notice of any subsequent change in the Specified Deliverable Obligations referred to in the Notice of Physical Settlement (the term Specified Deliverable Obligation is deemed to include such change).

Notice of Publicly Available Information means, in relation to a Credit Event Notice or a Repudiation/Moratorium Extension Notice, an irrevocable notice delivered by or on behalf of the Issuer that cites Publicly Available Information confirming the occurrence of the Credit Event or Potential Repudiation/Moratorium, as applicable, described in the Credit Event Notice or Repudiation/Moratorium Extension Notice. In relation to a Repudiation/Moratorium Credit Event, the Notice of Publicly Available Information must cite Publicly Available Information confirming the occurrence of both (i) and (ii) of the definition of Repudiation/Moratorium. The notice given must contain a copy, or a description in reasonable detail, of the relevant Publicly Available Information. If Notice of Publicly Available Information is specified as "*Applicable*" in the applicable Final Terms and a Credit Event Notice or Repudiation/Moratorium Extension Notice, as applicable, contains Publicly Available Information, such Credit Event Notice or Repudiation/Moratorium Extension Notice will also be deemed to be a Notice of Publicly Available Information.

Obligation means:

- (A) any obligation of a Reference Entity (either directly or as provider of a Qualifying Affiliate Guarantee, or if All Guarantees is specified as "*Applicable*" in the applicable Final Terms, as provider of any Qualifying Guarantee), described by the Obligation Category specified in the applicable Final Terms and having each of the Obligation Characteristics, if any, specified in the applicable Final Terms, in each case, as of the date of the event which constitutes the Credit Event which is the subject of the Credit Event Notice;
- (B) the Reference Obligation(s) (if any); and
- (C) any other obligation of a Reference Entity specified as such in the applicable Final Terms.

Obligation Acceleration means, one or more Obligations in an aggregate amount of not less than the Default Requirement have become due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default or other similar condition or event (however described), other than a failure to make any required payment, in respect of the Reference Entity under one or more Obligations.

Obligation Category means, any one of Payment, Borrowed Money, Reference Obligation Only, Bond, Loan, or Bond or Loan, as specified in the applicable Final Terms.

Obligation Characteristics means, any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed, and Not Domestic Issuance, as specified in the applicable Final Terms.

Obligation Currency means, the currency or currencies in which an Obligation is denominated.

Obligation Default means, one or more Obligations in an aggregate amount of not less than the Default Requirement have become capable of being declared due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default or other similar condition or event (however described), other than a failure to make any required payment, in respect of a Reference Entity under one or more Obligations.

outstanding principal balance means, when used in connection with Qualifying Guarantees, the term outstanding principal balance is to be interpreted to be the then outstanding principal balance of the Underlying Obligation which is supported by a Qualifying Guarantee.

P means the number specified as such in the applicable Final Terms corresponding to the number of Reference Entities within the Reference Portfolio.

Parallel Auction Settlement Terms means, following the occurrence of a Restructuring with respect to a Reference Entity for which either "Restructuring Maturity Limitation and Fully Transferable Obligation" or "Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation" is specified as applicable in the applicable Final Terms, any Credit Derivatives Auction Settlement Terms published by ISDA with respect to such Restructuring in accordance with the Rules, and for which the Deliverable Obligation Terms (as specified in the relevant Transaction Auction Settlement Terms) are the same as the Deliverable Obligation Provisions (as set forth in the relevant Transaction Auction Settlement Terms)

applicable to the Reference Entity and for which such Reference Entity would not be an Auction Covered Transaction (as defined in the relevant Transaction Auction Settlement Terms).

Payment means, any obligation (whether present or future, contingent or otherwise) for the payment or repayment of money, including, without limitation, Borrowed Money.

Payment Requirement means, USD 1,000,000 or the amount specified in the applicable Final Terms (or in each case, its equivalent in the Obligation Currency as of the occurrence of the relevant Failure to Pay or Potential Failure to Pay, as applicable).

Permitted Currency means: (a) the legal tender of any Group of seven country (or any country that becomes a member of the Group of seven if such Group of seven expands its membership) or (b) the legal tender of any country which, as of the date of such change, is a member of the Organisation for Economic Cooperation and Development and has a local currency long-term debt rating of either AAA or higher assigned to it by Standard & Poor's Ratings Services, a division of Standard & Poor's Credit Market Service Europe Limited or any successor to the rating business thereof, Aaa or higher assigned to it by Moody's Investor Service, Inc. or any successor to the rating business thereof or AAA or higher assigned to it by Fitch Ratings or any successor to the rating business thereof.

Physical Settlement means, in respect of Credit Linked Warrants, that the Settlement Method specified in the applicable Final Terms is "Physical Settlement".

Physical Settlement Date means, the date on which the Issuer Delivers the Credit Linked Physical Delivery Amount to the Warrantholders, or, if the Issuer does not Deliver on the same date all the portfolio of Deliverable Obligations comprised in the Credit Linked Physical Delivery Amount, the date on which the Issuer has completed the Delivery thereof for all the Warrants to all the Warrantholders.

Physical Settlement Period means, the period from and including the date on which a Notice of Physical Settlement is delivered to the relevant Clearing System to and including the Latest Permissible Physical Settlement Date.

Potential Failure to Pay means, the failure by a Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations, without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to such Obligations, in accordance with the terms of such Obligations at the time of such failure.

Potential Repudiation/Moratorium means, the occurrence of an event described in (i) of the definition of Repudiation/Moratorium.

Principal Credit Factor means 100 per cent. or the percentage specified in the applicable Final Terms.

Principal Loss Factor means 100 per cent. or the percentage specified in the applicable Final Terms.

Publicly Available Information means, information that reasonably confirms any of the facts relevant to the determination that the Credit Event or Potential Repudiation/Moratorium, as applicable, described in the Credit Event Notice or Repudiation/Moratorium Extension Notice, has occurred and which:

- (A) has been published in or on not less than the Specified Number of Public Sources, regardless of whether the reader or user thereof pays a fee to obtain such information; provided that if the Calculation Agent or any of its Affiliates is cited as the sole source of such information, then such information shall not be deemed to be a Publicly Available Information unless the Calculation Agent or its Affiliate is acting in its capacity as trustee, fiscal agent, administrative agent, clearing agent, paying agent, facility agent or agent bank for an Obligation; or
- (B) is information received from or published by:
 - (1) a Reference Entity (or a Sovereign Agency in respect of a Reference Entity which is a Sovereign); or
 - (2) a trustee, fiscal agent, administrative agent, clearing agent, paying agent, facility agent or agent bank for an Obligation, or
- (C) is information contained in any petition or filing instituting a proceeding against or by the Reference Entity seeking a judgement of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or presented for its winding-up or liquidation, where any such proceeding or petition instituted or presented against the Reference Entity (a) results in a judgement of insolvency or bankruptcy or the entry of an order for relief of the making of an order for its winding-up or liquidation or (b) is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof; or
- (D) is information contained in any order, decree, notice or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body; or
- (E) is information contained in a public announcement by ISDA.

In the event that the Calculation Agent is (i) the sole source of information in its capacity as trustee, fiscal agent, administrative agent, clearing agent, paying agent, facility agent or agent bank for the Obligation with respect to which a Credit Event has occurred and (ii) a holder of such Obligation, the Calculation Agent shall be required to deliver a certificate signed by a managing director (or other substantively equivalent title) of the Calculation Agent, which shall certify the occurrence of a Credit Event with respect to such Obligation.

In relation to any information of the type described in paragraphs (B), (C) and (D) above, the party receiving such information may assume that such information has been disclosed to it without violating any law, agreement or understanding regarding the confidentiality or such information and that the party delivering such information has not taken any action or entered into any agreement or understanding with the Reference Entity or any Affiliate of the Reference Entity that would be breached by, or would prevent, the disclosure of such information to the party receiving such information.

Publicly Available Information need not state (i) in relation to a Qualifying Affiliate Guarantee, the percentage of Voting Shares owned, directly or indirectly, by the Reference Entity and (ii) that such occurrence (a) has met the Payment Requirement or Default Requirement, (b) is the result of exceeding any applicable Grace Period, or (c) has met the subjective criteria specified in certain Credit Events including without limitation qualifying under paragraph (A) of the definition of Bankruptcy.

Public Source means, each source of Publicly Available Information specified in the applicable Final Terms (or if a source is not specified, each of Bloomberg Service, Dow Jones Telerate Service, Reuter Monitor Money Rates Services, Dow Jones News Wire, Wall Street Journal, New York Times, Nihon Keizai Shinbun, Asahi Shinbun, Yomiuri Shinbun, Financial Times, La Tribune, Les Echos and The Australian Financial Review (and successor publications), as well as the main source(s) of business news in the country in which the Reference Entity is organised and any other internationally recognised published or electronically displayed news sources).

Qualifying Guarantee means, an arrangement evidenced by a written instrument pursuant to which a Reference Entity irrevocably agrees (by guarantee of payment or equivalent legal arrangement) to pay all amounts due under an obligation (the **Underlying Obligation**) for which another party is the obligor (the **Underlying Obligor**). Qualifying Guarantees shall exclude any arrangement (i) structured as a surety bond, financial guarantee insurance policy, letter of credit or equivalent legal arrangement or (ii) pursuant to the terms of which the payment obligations of the Reference Entity can be discharged, reduced or otherwise altered or assigned (other than by operation of law) as a result of the occurrence or non-occurrence of an event or circumstance (other than payment). [The benefit of a Qualifying Guarantee must be capable of being Delivered together with the Delivery of the Underlying Obligation.]**

In the event that an Obligation or [Deliverable]** [Selected]* Obligation is a Qualifying Guarantee, the following will apply:

- (A) For purposes of the application of the Obligation Category or [Deliverable]** [Selected]* Obligation Category, the Qualifying Guarantee shall be deemed to satisfy the same category or categories as those that describe the Underlying Obligation.
- (B) For purposes of the application of the Obligation Characteristics or [Deliverable]** [Selected]* Obligation Characteristics, both the Qualifying Guarantee and the Underlying Obligation must satisfy on the relevant date each of the applicable Obligation Characteristics or [Deliverable]** [Selected]* Obligation Characteristics, if any, specified in the applicable Final Terms from the following list: Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, and Not Domestic Law.
- (C) For purposes of the application of the Obligation Characteristics or [Deliverable]** [Selected]* Obligation Characteristics, only the Underlying Obligation must satisfy on the relevant date each of the applicable Obligation Characteristics or [Deliverable]** [Selected]* Obligation Characteristics, if any, specified in the applicable Final Terms from the following list: Listed, Not Contingent, Not Domestic Issuance, Assignable Loan, Consent Required Loan, Transferable, Maximum Maturity, Accelerated or Matured and Not Bearer.
- (D) For the purposes of the application of the Obligation Characteristics or [Deliverable]** [Selected]* Obligation Characteristics to an Underlying Obligation, references to the Reference Entity shall be deemed to refer to the Underlying Obligor.

Qualifying Affiliate Guarantee means, a Qualifying Guarantee provided by a Reference Entity in respect of an Underlying Obligation of a Downstream Affiliate of that Reference Entity.

Quotation Amount means:

- (A) *If the applicable Final Terms specify that the clause "Settlement Method" is stated as being "Physical Settlement":*

an amount equal to the outstanding principal balance (excluding accrued interest), or Due and Payable Amount, as applicable, of the Undeliverable Obligation.

- (B) *If the applicable Final Terms specify that the clause "Settlement Method" is stated as being "Cash Settlement":*

- (i) in respect of Single Name Warrants and First-to-Default Warrants, an amount selected by the Calculation Agent, subject to a cap equal to the aggregate of the Notional Amount (or the Partial Cancellation Amount or the Multiple Successor Notional Amount, as applicable) (such aggregate amount, the **Aggregate Exercise Amount**) for all outstanding Warrants, if there is only one Selected Obligation; otherwise (if there is a portfolio of Selected Obligations), the Quotation Amount shall be an amount selected by the Calculation Agent in respect of each Selected Obligation such that the sum of all such Quotation Amounts be subject to a cap equal to the Aggregate Exercise Amount.

- (ii) in respect of Basket Warrants and Tranche Warrants, an amount selected by the Calculation Agent, subject to a cap equal to the Reference Entity Notional Amount (or the Partial Restructuring Notional Amount, as applicable) (such amount, the **Aggregate Exercise Amount**), if there is only one Selected Obligation; otherwise (if there is a portfolio of Selected Obligations), the Quotation Amount shall be an amount selected by the Calculation Agent in respect of each Selected Obligation such that the sum of all such Quotation Amounts be subject to a cap equal to the Aggregate Exercise Amount.

Provided that in respect of paragraph (B) above the Quotation Amount (or the sum of the Quotation Amounts as the case may be) shall be no less than EUR 1 million (or its equivalent in the relevant currency).

Quotation Dealers means, at least five leading dealers in obligations of the type of the Undeliverable Obligation(s) or as the case may be Selected Obligation(s), which may include Société Générale, as selected by the Calculation Agent in its sole discretion acting in a commercially reasonable manner.

Quotation Dealers Method means that, in respect of a Reference Entity in respect of which a Credit Event Determination Date has occurred, the Final Value will be determined by the Calculation Agent in accordance with the provisions of the definition of Final Price.

Quotation Dealers Method shall apply if "Quotation Dealers Method" is specified in the applicable Final Terms or a Fallback Settlement Event occurs or no Transaction Auction Settlement Terms is published on or before 140 Business Days following the Credit Event Determination Date.

Ranking means, for Tranche Warrants where N-to-M-to-Default is specified as "*Applicable*" in the applicable Final Terms, in relation to each Reference Entity in respect of which a Credit Event Determination Date has occurred, the ranking in time of occurrence of such Credit Event Determination

Date amongst all Credit Event Determination Dates, provided that if several Credit Event Determination Dates are identical in respect of several Reference Entities comprised within the Reference Portfolio, the date on which the relevant Credit Event Notices have been sent shall be used to determine the Ranking of those Reference Entities and if the Credit Event Notices have been sent on the same date, the time on which the relevant Credit Event Notices have been sent shall be used to determine the Ranking of those Reference Entities.

For the avoidance of doubt, the first Reference Entity in respect of which a Credit Event Determination Date occurs will have a Ranking of 1.

Reference Entity means, any entity specified as such in the applicable Final Terms or any Successor thereto, which may be any firm, company, corporation, any unincorporated association, establishment or other entity, or any equivalent entity, a government, state or local authority or agency of a state or of a local authority, or any state-owned or state-controlled entity, any partnership, limited or otherwise, any special purpose vehicle (incorporated or otherwise), any category or type of fund (including, without limitation, open-end funds, closed-end funds, hedge funds, mutual funds, managed funds or any other collective investment scheme, vehicle or organisation), any securitisation company and any broadly equivalent entity of any of the aforementioned entities.

Reference Entity Notional Amount means, unless specified otherwise in the applicable Final Terms, for each Reference Entity, the amount equal to the product of the Reference Entity Weighting and the Reference Portfolio Notional Amount.

Reference Entity Weighting means, the proportion specified as such in the applicable Final Terms, which will be adjusted in accordance with the provisions of (i) the definition of Successor upon the occurrence of a Succession Event or (ii) Condition 1.3.2(b) of these Additional Terms and Conditions, if applicable.

Reference Obligation(s) means, the reference obligation(s) specified in the applicable Final Terms, or any Substitute Reference Obligation(s) provided that, in respect of a Reference Entity which has a Transaction Type being specified in the applicable Final Terms as being "*Standard Emerging European Corporate LPN*" or "*Emerging European Corporate LPN*", Reference Obligation(s) means, as of the Issue Date, each of the obligations listed as a Reference Obligation of the Reference Entity in the applicable Final Terms or set forth on the relevant LPN Reference Obligations List (each, a "Markit Published LPN Reference Obligation"), as published by Markit Group Limited, or any successor thereto, which list is currently available at <http://www.markit.com> (or any successor website thereto) or as stipulated in the applicable Final Terms, any Additional LPN, determined in accordance with the Additional LPN definition, and each Additional Obligation. For the avoidance of doubt, in respect of a Reference Entity which has a Transaction Type being specified in the applicable Final Terms as "*Standard Emerging European Corporate LPN*" or "*Emerging European Corporate LPN*", notwithstanding anything to the contrary in these Additional Terms and Conditions for Credit Linked Warrants – Part A (2009 Definitions) (in particular, notwithstanding that the obligation is not an obligation of the Reference Entity), each Reference Obligation will be an Obligation and a Deliverable Obligation or a Selected Obligation, (as applicable).

Reference Obligation Only means, any obligation that is a Reference Obligation and no Obligation Characteristics shall be applicable to Reference Obligation Only.

Reference Portfolio means, in respect of First-to-Default Warrants, Basket Warrants and Tranche Warrants, a portfolio comprising all the Reference Entities.

Reference Portfolio Notional Amount means, unless specified otherwise in the applicable Final Terms, (i) in respect of Tranche Warrants, an amount equal to the Aggregate Warrant Notional Amount divided by the difference between the Detachment Point and the Attachment Point; and (ii) in respect of Basket Warrants which are not Tranche Warrants, an amount equal to the Aggregate Warrant Notional Amount.

Reference Price means, 100% or the percentage specified in the applicable Final Terms.

Relevant Obligations means, the Obligations constituting Bonds and Loans of the Reference Entity outstanding immediately prior to the effective date of the Succession Event, excluding any debt obligations outstanding between the Reference Entity and any of its Affiliates, as determined by the Calculation Agent. The Calculation Agent will determine the entity which succeeds to such Relevant Obligations on the basis of Best Available Information. If the date on which Best Available Information becomes available or is filed precedes the legally effective date of the relevant Succession Event, any assumptions as to the allocation of obligations between or among entities contained in the Best Available Information will be deemed to have been fulfilled as of the legally effective date of the Succession Event, whether or not this is in fact the case.

Relevant Proportion means, the proportion which one Warrant bears to the total number of Warrants outstanding.

Repudiation/Moratorium means, the occurrence of both of the following events: (i) an authorised officer of a Reference Entity or a Governmental Authority (a) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more Obligations in an aggregate amount of not less than the Default Requirement or (b) declares or imposes a moratorium, standstill, roll over or deferral, whether *de facto* or *de jure*, with respect to one or more Obligations in an aggregate amount of not less than the Default Requirement and (ii) a Failure to Pay, determined without regard to the Payment Requirement, or a Restructuring, determined without regard to the Default Requirement, with respect to any such Obligation occurs on or prior to the Repudiation/Moratorium Evaluation Date.

Repudiation/Moratorium Evaluation Date means, if a Potential Repudiation/Moratorium occurs on or prior to the Scheduled Last Credit Event Occurrence Date (i) if the Obligations to which such Potential Repudiation/Moratorium relates include Bonds, the date that is the later of (A) the date that is 60 days after the date of such Potential Repudiation/Moratorium and (B) the first payment date under any such Bond after the date of such Potential Repudiation/Moratorium (or, if later, the expiration date of any applicable Grace Period in respect of such payment date) and (ii) if the Obligations to which such Potential Repudiation/Moratorium relates do not include Bonds, the date that is 60 days after the date of such Potential Repudiation/Moratorium; provided that, in either case, the Repudiation/Moratorium Evaluation Date shall occur no later than the Scheduled Expiration Date unless the Repudiation/Moratorium Extension Condition is satisfied. If (i) the Repudiation/Moratorium Extension Condition is satisfied and (ii) a Credit Event Determination Date in respect of that Repudiation/Moratorium does not occur on or prior to the final day of the Notice Delivery Period, the later of the Scheduled Expiration Date and the date falling four Business Days (or in respect of Uncertificated Swedish Warrants, Uncertificated Norwegian Warrants or Uncertificated Finnish Warrants, twelve Payment Business Days) after the Repudiation/Moratorium Evaluation Date will be the Expiration Date (even if a Repudiation/Moratorium occurs after the Scheduled Expiration Date).

Repudiation/Moratorium Extension Condition means, a condition that is satisfied:

- (A) if ISDA publicly announces, pursuant to a valid request that was delivered in accordance with the Rules and effectively received on or prior to the Scheduled Expiration Date, that the relevant Credit Derivatives Determinations Committee has Resolved that an event that constitutes a Potential Repudiation/Moratorium has occurred with respect to an Obligation of the relevant Reference Entity and that such event occurred on or prior to the Scheduled Last Credit Event Occurrence Date; or
- (B) otherwise, by the delivery of a Repudiation/Moratorium Extension Notice and, if specified as "*Applicable*" in the applicable Final Terms, Notice of Publicly Available Information by or on behalf of the Issuer to the Warrantholders that is effective on or prior to the Scheduled Expiration Date.

In all cases, the Repudiation/Moratorium Extension Condition will be deemed not to have been satisfied, or capable of being satisfied, if, or to the extent that, ISDA publicly announces, pursuant to a valid request that was delivered in accordance with the Rules and effectively received on or prior to the date that is fourteen calendar days after the Scheduled Expiration Date, that the relevant Credit Derivatives Determinations Committee has Resolved that either (i) an event does not constitute a Potential Repudiation/Moratorium with respect to an Obligation of the relevant Reference Entity or (ii) an event that constitutes a Potential Repudiation/Moratorium has occurred with respect to an Obligation of the relevant Reference Entity but that such event occurred after the Scheduled Last Credit Event Occurrence Date.

Repudiation/Moratorium Extension Notice means an irrevocable notice delivered by or on behalf of the Issuer to the Warrantholders that describes a Potential Repudiation/Moratorium that occurred on or prior to the Scheduled Last Credit Event Occurrence Date. A Repudiation/Moratorium Extension Notice must contain a description in reasonable detail of the facts relevant to the determination that a Potential Repudiation/Moratorium has occurred and indicate the date of the occurrence. The Potential Repudiation/Moratorium that is the subject of the Repudiation/Moratorium Extension Notice need not be continuing on the date the Repudiation/Moratorium Extension Notice is effective. If Notice of Publicly Available Information is specified as "*Applicable*" in the applicable Final Terms and a Repudiation/Moratorium Extension Notice contains Publicly Available Information, such Repudiation/Moratorium Extension Notice will also be deemed to be a Notice of Publicly Available Information.

Resolve has the meaning given to it in the Rules, and "Resolved" and "Resolves" shall be construed accordingly.

Restructured Bond or Loan means, an Obligation which is a Bond or Loan and in respect of which the relevant Restructuring has occurred.

Restructuring means that:

- (A) with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs in a form that binds all holders of such Obligation, is agreed between a Reference Entity or a Governmental Authority and a sufficient number of holders of such Obligation to bind all holders of the Obligation or is announced (or otherwise decreed) by a Reference Entity or a Governmental Authority in a form

that binds all holders of such Obligation, and such event is not expressly provided for under the terms of such Obligation in effect as of the later of the First Credit Event Occurrence Date and the date as of which such Obligation is issued or incurred:

- (1) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals;
 - (2) a reduction in the amount of principal or premium payable at maturity or at scheduled redemption dates;
 - (3) a postponement or other deferral of a date or dates for either (a) the payment or accrual of interest or (b) the payment of principal or premium;
 - (4) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation; or
 - (5) any change in the currency or composition of any payment of interest or principal to any currency which is not a Permitted Currency.
- (B) Notwithstanding the provisions of paragraph (A) above, none of the following will constitute a Restructuring:
- (1) the payment in euros of interest or principal in relation to any Obligation denominated in a currency of a Member State of the European Union that adopts or has adopted the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on the European Union;
 - (2) the occurrence of, agreement to or announcement of any of the events described in paragraphs (A)(1) to (A)(5) above, due to an administrative adjustment, accounting adjustment or tax adjustment or other technical adjustment occurring in the ordinary course of business; and
 - (3) the occurrence of, agreement to or announcement of any of the events described in paragraphs (A)(1) to (A)(5) above in circumstances where such event does not directly or indirectly result from a deterioration in the creditworthiness or financial condition of the Reference Entity.
- (C) For the purposes of paragraphs (A) and (B) above and, unless Multiple Holder Obligation is specified as "*Not applicable*" in the applicable Final Terms, paragraph (D) below and the definition of Multiple Holder Obligation, the term Obligation shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is specified as "*Applicable*" in the applicable Final Terms, as provider of any Qualifying Guarantee. In the case of a Qualifying Guarantee and an Underlying Obligation, references to the Reference Entity in paragraph (A) above shall be deemed to refer to the Underlying Obligor and the reference to the Reference Entity in paragraph (B) above shall continue to refer to the Reference Entity.
- (D) Unless Multiple Holder Obligation is specified as "*Not applicable*" in the applicable Final Terms, then, notwithstanding anything to the contrary in paragraphs (A), (B) and (C) above, the

occurrence of, agreement to or announcement of any of the events described in paragraphs (A)(1) to (A)(5) above shall not be a Restructuring unless the Obligation in respect of any such events is a Multiple Holder Obligation.

Restructuring Date means, with respect to a Restructured Bond or Loan, the date on which a Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

Restructuring Maturity Limitation and Fully Transferable Obligation means, if specified as "*Applicable*" in the applicable Final Terms and if Restructuring is the only Credit Event specified in a Credit Event Notice delivered by or on behalf of the Issuer, that a [Deliverable]** [Selected]* Obligation may be specified in the [Notice of Physical Settlement]** [Final Valuation Notice]* only if it (i) is a Fully Transferable Obligation and (ii) has a final maturity date not later than the applicable Restructuring Maturity Limitation Date.

PROVIDED that if a No Auction Announcement Date has occurred pursuant to (b) of the definition thereof with respect to Credit Derivatives Transactions (as defined in the 2003 ISDA Credit Derivatives Definitions) relating to the relevant Reference Entity and having a Scheduled Termination Date (as defined in the 2003 ISDA Credit Derivatives Definitions) comparable to the Scheduled Expiration Date of the Warrants, the condition set out in (ii) above shall not be applicable.

Restructuring Maturity Limitation Date means, with respect to a [Deliverable]** [Selected]* Obligation, the Limitation Date occurring on or immediately following the Scheduled Expiration Date, provided that, in circumstances where the Scheduled Expiration Date is later than the 2.5-year Limitation Date, at least one Enabling Obligation exists. Notwithstanding the foregoing, if the final maturity date of the Restructured Bond or Loan with the latest final maturity date of any Restructured Bond or Loan, occurs prior to the 2.5-year Limitation Date (such Restructured Bond or Loan a **Latest Maturity Restructured Bond or Loan**) and the Scheduled Expiration Date occurs prior to the final maturity date of such Latest Maturity Restructured Bond or Loan, then the Restructuring Maturity Limitation Date will be the final maturity date of such Latest Maturity Restructured Bond or Loan.

In the event that the Scheduled Expiration Date is later than (a) (i) the final maturity date of the Latest Maturity Restructured Bond or Loan, if any, or (ii) the 2.5-year Limitation Date, and in either case, no Enabling Obligation exists or (b) the 20-year Limitation Date, the Restructuring Maturity Limitation Date will be the Scheduled Expiration Date.

Rules mean the Credit Derivatives Determinations Committees Rules published by ISDA on its website at www.isda.org (or any successor website thereto) from time to time and as amended from time to time in accordance with the terms thereof.

Scheduled Expiration Date means, the date specified as such in the applicable Final Terms.

Scheduled Last Credit Event Occurrence Date means, the date specified as such in the applicable Final Terms.

Selected Obligation(s) means, for the purpose of determining the Final Price, as specified in the Final Valuation Notice, subject to, if specified as "*Applicable*" in the applicable Final Terms, the provisions contained in the definition of Restructuring Maturity Limitation and Fully Transferable Obligation or the

provisions contained in the Definition of Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation, any of:

- (A) the Reference Obligation (if any);
- (B) any obligation of a Reference Entity (either directly or as provider of a Qualifying Affiliate Guarantee, or if All Guarantees is specified as "*Applicable*" in the applicable Final Terms, as provider of any Qualifying Guarantee), described by the Selected Obligation Category specified in the applicable Final Terms and having each of the Selected Obligation Characteristics, if any, specified in the applicable Final Terms that (i) is payable in an amount equal to its outstanding principal balance (excluding accrued interest), or Due and Payable Amount, as applicable, (ii) in the case of a Qualifying Guarantee other than a Qualifying Affiliate Guarantee, is capable, at the Credit Valuation Date, of immediate assertion or demand by or on behalf of the holder or holders against the Reference Entity for an amount at least equal to the outstanding principal balance (excluding accrued interest) or Due and Payable Amount, as applicable, apart from the giving of any notice of non-payment or similar procedural requirement, it being understood that acceleration of an Underlying Obligation shall not be considered a procedural requirement and (iii) that is not subject to a right of set-off by or of a Reference Entity or any applicable Underlying Obligor or any counterclaim or defence, other than a counterclaim or defence based on the following factors:
 - (1) any lack or alleged lack of authority or capacity of a Reference Entity to enter into any Selected Obligations;
 - (2) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Selected Obligations, however described;
 - (3) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described; or
 - (4) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, however described.
- (C) solely in relation to a Restructuring applicable to a Sovereign Reference Entity, any Sovereign Restructured Selected Obligation that (i) is payable in an amount equal to its outstanding principal balance (excluding accrued interest), or Due and Payable Amount, as applicable, (ii) is not subject to any counterclaim, defence (other than a counterclaim or defence based on the factors set forth in paragraphs (B)(1) to (B)(4) above) or right of set off by or of the Reference Entity or, as applicable, an Underlying Obligor and (iii) in the case of a Qualifying Guarantee other than a Qualifying Affiliate Guarantee, is capable, at the Credit Valuation Date, of immediate assertion or demand by or on behalf of the holder or holders against the Reference Entity for an amount at least equal to the outstanding principal balance (excluding accrued interest), or Due and Payable Amount, as applicable apart from the giving of any notice of non-payment or similar procedural requirement, it being understood that acceleration of an Underlying Obligation shall not be considered a procedural requirement;

(D) any other obligation of a Reference Entity specified as such in the applicable Final Terms.

(1) *If the Warrants described in the applicable Final Terms are denominated in Euros:*

where a Selected Obligation is denominated in a currency other than Euro, the Calculation Agent will determine the Euro equivalent of such amount by reference to the MEAN price as displayed on the relevant Reuters page on the Credit Valuation Date, or in such other commercially reasonable manner as it will determine in its sole discretion.

(2) *If the Warrants described in the applicable Final Terms are denominated in U.S. dollars:*

where a Selected Obligation is denominated in a currency other than United States Dollar, the Calculation Agent will determine the United States Dollar equivalent of such amount by reference to the Federal Reserve Bank of New York 10.00 a.m. mid point rate as displayed on Reuters Page FEDSPOT on the Credit Valuation Date, or in such other commercially reasonable manner as it will determine in its sole discretion.

(3) *If the Warrants described in the applicable Final Terms are denominated in Hong Kong Dollars:*

where a Selected Obligation is denominated in a currency other than Hong Kong Dollar, the Calculation Agent will determine the Hong Kong Dollar equivalent of such amount by reference to the Federal Reserve Bank of New York 10.00 a.m. mid point rate as displayed on Reuters Page FEDSPOT on the Credit Valuation Date, or in such other commercially reasonable manner as it will determine in its sole discretion.

Selected Obligation Category means, any one of Payment, Borrowed Money, Reference Obligation Only, Bond, Loan, or Bond or Loan, as specified in the applicable Final Terms. In case of Reference Obligation Only, no Selected Obligation Characteristics shall be applicable.

Selected Obligation Characteristics means, any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed, Not Contingent, Assignable Loan, Consent Required Loan, Transferable, Not Bearer, Maximum Maturity, Not Domestic Issuance and Accelerated or Matured as specified in the applicable Final Terms. If any of Payment, Borrowed Money, Loan or Bond or Loan is specified as Selected Obligation Category and more than one of Assignable Loan and Consent Required Loan are specified as Selected Obligation Characteristics, the Selected Obligation may include any Loan that satisfies any one of such Selected Obligation Characteristics specified and need not satisfy all such Selected Obligation Characteristics.

Settlement Date means, for the purposes of these Additional Terms and Conditions only, the date determined by the Calculation Agent which is no later than six Payment Business Days following the Expiration Date or such other date as is specified in the applicable Final Terms.

Settlement Method means, either Physical Settlement (see Condition 1.1 of these Additional Terms and Conditions) or Cash Settlement (see Condition 1.2 of these Additional Terms and Conditions) as specified in the applicable Final Terms.

Settlement Type means, American Settlement or European Settlement as specified in the applicable Final Terms.

Short Warrants means, Credit Linked Warrants in respect of which "Short Warrants" is specified in the applicable Final Terms.

Single Name Warrant means, a Credit Linked Warrant indexed on one Reference Entity for which the applicable Final Terms specify that the clause "Type of Credit Linked Warrants" is stated as being "Single Name Warrants".

Sovereign means, any state, political subdivision or government, or any agency, instrumentality, ministry, department or other authority (including, without limiting the foregoing, the central bank) thereof.

Sovereign Agency means, any agency, instrumentality, ministry, department or other authority (including, without limiting the foregoing, the central bank) of a Sovereign.

Sovereign Restructured Deliverable Obligation means, an Obligation of a Sovereign Reference Entity (a) in respect of which a Restructuring that is the subject of the relevant Credit Event Notice has occurred and (b) described by the Deliverable Obligation Category specified in the applicable Final Terms and having each of the Deliverable Obligation Characteristics, if any, specified in the applicable Final Terms, in each case, immediately preceding the date on which such Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring without regard to whether the Obligation would satisfy such Deliverable Obligation Category or Deliverable Obligation Characteristics after such Restructuring.

Sovereign Restructured Selected Obligation means, an Obligation of a Sovereign Reference Entity (a) in respect of which a Restructuring that is the subject of the relevant Credit Event Notice has occurred and (b) described by the Selected Obligation Category specified in the applicable Final Terms and having each of the Selected Obligation Characteristics, if any, specified in the applicable Final Terms, in each case, immediately preceding the date on which such Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring without regard to whether the Obligation would satisfy such Selected Obligation Category or Selected Obligation Characteristics after such Restructuring.

Specified Currency means, for the purpose of these Additional Terms and Conditions for Credit Linked Warrants – Part A (2009 definitions), an obligation that is payable in the currency or any of the currencies specified as such in the applicable Final Terms (where for the purpose of this definition the lawful currencies of Canada, Japan, Switzerland, the United Kingdom, the United States of America and the euro (and any successor currency to any of the aforementioned currencies) shall be referred to collectively as the **Standard Specified Currencies**).

Specified Deliverable Obligation(s) means, Deliverable Obligations of the Reference Entity or First-to-Default Reference Entity as specified in the Notice of Physical Settlement (subject to the definition of such term).

Specified Number means, the number of Public Sources specified in the applicable Final Terms (or if a number is not specified, two).

Standard Unwind Costs means, in respect of each Warrant, an amount, subject to a minimum of zero, determined by the Calculation Agent equal to the sum of (without duplication) all costs, expenses (including break funding charges and loss of funding, which, for the avoidance of doubt, represents the loss of future interest amounts to be received under the funding arrangement(s) entered into in relation to the Warrants), tax and duties incurred directly or indirectly by Société Générale or any of its Affiliates in relation to the occurrence of a Credit Event Determination Date and the related partial or total termination, settlement or re-establishment of any Hedge Position, such amount to be apportioned *pro rata* amongst the outstanding Warrants.

Subordination means, with respect to an obligation (the **Subordinated Obligation**) and another obligation of the Reference Entity to which such obligation is being compared (the **Senior Obligation**), a contractual, trust or similar arrangement providing that (i) upon the liquidation, dissolution, reorganisation or winding up of the Reference Entity, claims of the holders of the Senior Obligation will be satisfied prior to the claims of the holders of the Subordinated Obligation or (ii) the holders of the Subordinated Obligation will not be entitled to receive or retain payments in respect of their claims against the Reference Entity at any time that the Reference Entity is in payment arrears or is otherwise in default under the Senior Obligation. **Subordinated** will be construed accordingly. For purposes of determining whether Subordination exists or whether an obligation is Subordinated with respect to another obligation to which it is being compared, the existence of preferred creditors arising by operation of law or of collateral, credit support or other credit enhancement arrangements shall not be taken into account, except that, notwithstanding the foregoing, priorities arising by operation of law shall be taken into account where the Reference Entity is a Sovereign.

Substitute Reference Obligation(s) means, one or more obligations of the Reference Entity (either directly or as a provider of a Qualifying Affiliate Guarantee, or if All Guarantees is specified as "*Applicable*" in the applicable Final Terms, as provider of any Qualifying Guarantee) that will replace one or more Reference Obligations, identified by the Calculation Agent in accordance with the following procedures:

- (a) in the event that (i) a Reference Obligation is redeemed in whole or (ii) in the opinion of the Calculation Agent (A) the aggregate amounts due under any Reference Obligation have been materially reduced by redemption or otherwise (other than due to any scheduled redemption, amortisation or prepayments), (B) any Reference Obligation is an Underlying Obligation with a Qualifying Guarantee of the Reference Entity and, other than due to the existence or occurrence of a Credit Event, the Qualifying Guarantee is no longer a valid and binding obligation of the Reference Entity enforceable in accordance with its terms, or (C) for any other reason, other than due to the existence or occurrence of a Credit Event, any Reference Obligation is no longer an obligation of the Reference Entity, the Calculation Agent shall identify one or more Obligations to replace such Reference Obligation.
- (b) Any Substitute Reference Obligation or Substitute Reference Obligations shall be an Obligation that (1) ranks *pari passu* in priority of payment with the ranking in priority of payment of each of the Substitute Reference Obligations and such Reference Obligation (with the ranking in priority of payment of such Reference Obligation being determined as of the date as of which such Reference Obligation was issued or incurred and not reflecting any change to such ranking in priority of payment after such date), (2) preserves the economic equivalent, as closely as practicable as determined by the Calculation Agent, of the Issuer's obligations under the Warrants and (3) is an obligation of the relevant Reference Entity (either directly or as provider of a Qualifying Affiliate Guarantee, or if All Guarantees is specified as "*Applicable*" in

the applicable Final Terms, as provider of any Qualifying Guarantee). Upon notice to the Warrantholders, the Substitute Reference Obligation or Substitute Reference Obligations identified by the Calculation Agent shall, without further action, replace such Reference Obligation or Reference Obligations.

The Calculation Agent will (in its absolute discretion) make such adjustments to the terms of the Warrants that it determines are necessary in order to preserve the economic equivalent of the Issuer's obligations under the Warrants.

succeed means, for the purposes of determining a Successor, with respect to a Reference Entity and its Relevant Obligations (or, as applicable, obligations), that a party other than such Reference Entity (i) assumes or becomes liable for such Relevant Obligations (or, as applicable, obligations) whether by operation of law or pursuant to any agreement or (ii) issues Bonds that are exchanged for Relevant Obligations (or, as applicable, obligations), and in either case such Reference Entity is no longer an obligor (primarily or secondarily) or guarantor with respect to such Relevant Obligations (or, as applicable, obligations). The determinations required pursuant to the definition of Successor shall be made, in the case of an exchange offer, on the basis of the outstanding principal balance of Relevant Obligations tendered and accepted in the exchange and not on the basis of the outstanding principal balance of Bonds for which Relevant Obligations have been exchanged.

Succession Event means:

- (A) with respect to a Reference Entity that is not a Sovereign, an event such as a merger, consolidation, amalgamation, transfer of assets or liabilities, demerger, spin-off or other similar event in which one entity succeeds to the obligations of another entity, whether by operation of law or pursuant to any agreement; or
- (B) with respect to a Reference Entity that is a Sovereign, an event such as annexation, unification, secession, partition, dissolution, consolidation, reconstitution or other event that results in any direct or indirect successor(s) to such Reference Entity.

Notwithstanding the foregoing, Succession Event shall not include an event (i) in which the holders of obligations of the Reference Entity exchange such obligations for the obligations of another entity, unless such exchange occurs in connection with a merger, consolidation, amalgamation, transfer of assets or liabilities, demerger, spin-off or other similar event or (ii) with respect to which the legally effective date (or in the case of a Reference Entity that is a Sovereign, the date of occurrence) has occurred prior to the Succession Event Backstop Date.

Succession Event Backstop Date means, the date that is 120 calendar days prior to the Issue Date of the relevant Warrants.

Succession Event Information means, an information about the occurrence of a Succession Event that occurred on or after the Succession Event Backstop Date with a description in reasonable detail of the facts relevant to the determination of (a) the Succession Event or the change of name of the Reference Entity that has occurred and (b) if relevant, the identity of any Successor(s) or, as applicable, the name of the Reference Entity. Such Succession Event Information may be requested at any time by the Warrantholders at the specified office of the Calculation Agent, and will be notified as part of a notice of Potential Failure to Pay or a Repudiation/Moratorium Extension Notice or a Credit Event Notice (as the case may be) in respect of such a Successor by or on behalf of the Issuer to the Warrantholders.

Successor means:

- (A) in relation to a Reference Entity that is not a Sovereign, the entity or entities, if any determined as set forth below:
- (1) If one entity directly or indirectly succeeds to seventy-five per cent. or more of the Relevant Obligations of the Reference Entity by way of a Succession Event, that entity will be the sole Successor and, in the case of Basket Warrants and Tranche Warrants, the Reference Entity Weighting of such sole Successor will be the Reference Entity Weighting of the Reference Entity before the Succession Event.
 - (2) If only one entity directly or indirectly succeeds to more than twenty-five per cent. (but less than seventy five per cent.) of the Relevant Obligations of the Reference Entity by way of a Succession Event, and not more than twenty-five per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entity that succeeds to more than twenty-five per cent. of the Relevant Obligations will be the sole Successor and, in the case of Basket Warrants and Tranche Warrants, the Reference Entity Weighting of such sole Successor will be the Reference Entity Weighting of the Reference Entity before the Succession Event.
 - (3) If more than one entity each directly or indirectly succeeds to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity by way of a Succession Event, and not more than twenty-five per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entities that succeed to more than twenty-five per cent. of the Relevant Obligations will each be a Successor and the terms of the Warrants will be amended in accordance with the provisions set out in the definition of Multiple Successor in Condition 1.4 of these Additional Terms and Conditions. In the case of Basket Warrants and Tranche Warrants, the Reference Entity Weighting of each Successor will be the Reference Entity Weighting of the Reference Entity before the Succession Event, divided by the number of Successors.
 - (4) If one or more entities each directly or indirectly succeed to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity by way of a Succession Event, and more than twenty-five per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, each such entity and the Reference Entity will each be a Successor and the terms of the Warrants will be amended in accordance with the provisions set out in the definition of Multiple Successor in Condition 1.4 of these Additional Terms and Conditions. In the case of Basket Warrants and Tranche Warrants, the Reference Entity Weighting of each Successor will be the Reference Entity Weighting of the Reference Entity before the Succession Event, subject to adjustment of the Reference Entity Weighting, divided by the number of Successors.
 - (5) If one or more entities directly or indirectly succeed to a portion of the Relevant Obligations of the Reference Entity by way of a Succession Event, but no entity succeeds to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity continues to exist, there will be no Successor and the terms of the Warrants will not be changed in any way as a result of the Succession Event.

- (6) If one or more entities directly or indirectly succeed to a portion of the Relevant Obligations of the Reference Entity by way of a Succession Event, but no entity succeeds to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity ceases to exist, the entity which succeeds to the greatest percentage of Relevant Obligations (or, if two or more entities succeed to an equal percentage of Relevant Obligations, the entity from among those entities which succeeds to the greatest percentage of obligations of the Reference Entity) will be the sole Successor and, in the case of Basket Warrants and Tranche Warrants, the Reference Entity Weighting of such sole Successor will be the Reference Entity Weighting of the Reference Entity before the Succession Event.

PROVIDED THAT, in the case of Basket Warrants and Tranche Warrants, if the resulting Successor of a Reference Entity affected by a Succession Event, or as the case may be, one or more of the several resulting Successors of such Reference Entity is(are) another Reference Entity comprised in the Reference Portfolio at the legally effective date of the Succession Event, the Reference Entity Weighting of the Successor will be the sum of the Reference Entity Weighting of such Successor after the Succession Event as determined in accordance with paragraphs (A)(1), (A)(2), (A)(3), (A)(4) or (A)(6) above and the Reference Entity Weighting of such Successor in effect prior to the Succession Event.

PROVIDED FURTHER THAT, in the case of Basket Warrants and Tranche Warrants, if two or more Reference Entities are affected by a Succession Event resulting in at least one common Successor, the Reference Entity Weighting of the Successor will be the sum of the Reference Entity Weighting of such Successor after the Succession Event as determined in accordance with paragraphs (A)(1), (A)(2), (A)(3), (A)(4) or (A)(6) above with respect to each Reference Entity in respect of which it is a Successor.

The Calculation Agent will be responsible for determining, as soon as reasonably practicable after it becomes aware of the relevant Succession Event (but no earlier than fourteen calendar days after the legally effective date of the Succession Event), and with effect from the legally effective date of the Succession Event, whether the relevant thresholds set forth above have been met, or which entity qualifies under paragraph (A)(6) above, as applicable. PROVIDED THAT the Calculation Agent will not make such determination if at such time, either (a) ISDA has publicly announced that the conditions to convening a Credit Derivatives Determinations Committee to Resolve in accordance with the Rules (y) whether an event that constitutes a Succession Event has occurred with respect to the relevant Reference Entity and (x) the legally effective date of such event (until such time, if any, as ISDA subsequently publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to determine a Successor) are satisfied or (b) ISDA has publicly announced that the relevant Credit Derivatives Determinations Committee has Resolved that no event that constitutes a Succession Event has occurred. In calculating the percentages used to determine whether the relevant thresholds set forth above have been met, or which entity qualifies under paragraph (A)(6) above, as applicable, the Calculation Agent shall use, with respect to each applicable Relevant Obligation included in such calculation, the amount of the liability with respect to such Relevant Obligation listed in the Best Available Information.

- (B) With respect to a Sovereign Reference Entity, Successor means each entity which becomes a direct or indirect successor to such Reference Entity by way of a Succession Event,

irrespective of whether any such successor assumes any of the obligations of such Reference Entity.

The Calculation Agent will be responsible for determining, as soon as reasonably practicable after it becomes aware of the relevant Succession Event (but no earlier than fourteen calendar days after the date of the occurrence of the relevant Succession Event), and with effect from the date of the occurrence of the Succession Event, each Sovereign and/or entity, if any, that qualifies under paragraph (B) above. PROVIDED THAT the Calculation Agent will not make such determination if at such time, either (a) ISDA has publicly announced that the conditions to convening a Credit Derivatives Determinations Committee to Resolve in accordance with the Rules (y) whether an event that constitutes a Succession Event has occurred with respect to the relevant Reference Entity and (x) the date of the occurrence of such event (until such time, if any, as ISDA subsequently publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to determine a Successor) are satisfied or (b) ISDA has publicly announced that the relevant Credit Derivatives Determinations Committee has Resolved that no event that constitutes a Succession Event has occurred.

PROVIDED THAT (for paragraphs (A) and (B) above), *if the applicable Final Terms specify that the clause "N-to-M-to-Default" is stated as being "Applicable" or in respect of First-to-Default Warrants*, the Calculation Agent will adjust the effect of any Succession Event as necessary so that in all cases the number of Reference Entities in the Reference Portfolio will remain unchanged and *if the applicable Final Terms specify that the clause "N-to-M-to-Default" is stated as being "Applicable"*, so that the Reference Entity Weighting will remain the same for all Reference Entities comprised in the Reference Portfolio, in particular:

- (1) if the resulting Successor of a Reference Entity (the **Legacy Reference Entity**) affected by a Succession Event is another Reference Entity comprised in the Reference Portfolio (the **Surviving Reference Entity**) at the legally effective date of the Succession Event, the Calculation Agent shall select a new entity having an equivalent Rating (as defined below) or an equivalent credit risk (if no Rating is available) to the Legacy Reference Entity immediately prior to the occurrence of the Succession Event; such new entity shall be deemed to have replaced the Legacy Reference Entity as Reference Entity effective on and from the date of the Succession Event and *if the applicable Final Terms specify that the clause "N-to-M-to-Default" is stated as being "Applicable"*, the Reference Entity Weighting of the Surviving Reference Entity shall remain the Reference Entity Weighting of the Surviving Reference Entity in effect prior to the Succession Event and the Reference Entity Weighting of the entity having replaced the Legacy Reference Entity shall be equal to the Reference Entity Weighting of the Legacy Reference Entity prior to the Succession Event; and
- (2) if a Succession Event would result in more than one Successor (the **Potential Successors**) to a Reference Entity, the Calculation Agent shall select in its sole discretion only one entity (the **Chosen Successor**) among the Potential Successors to replace the Reference Entity; the Chosen Successor shall be deemed to have replaced the Reference Entity and *if the applicable Final Terms specify that the clause "N-to-M-to-Default" is stated as being "Applicable"*, its Reference Entity Weighting shall be equal to the Reference Entity Weighting of the Reference Entity prior to the Succession Event.

For the purposes of this definition **Rating** means the senior unsecured debt rating assigned by the three rating agencies Moody's Investor Service, Inc., Standard & Poor's Ratings Services, a division of Standard & Poor's Credit Market Service Europe Limited and Fitch Ratings or any of them, being understood that if the ratings assigned in respect of an entity are not equivalent, only the highest one(s) will be taken into consideration.

Supranational Organisation means, any entity or organisation established by treaty or other arrangement between two or more Sovereigns or Sovereign Agencies of two or more Sovereigns and includes, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development.

Tranche Warrant means, a Basket Warrant for which the applicable Final Terms specify that the clause "Type of Credit Linked Warrants" is stated as being "Tranche Warrants".

Tranche Notional Amount means, in respect of Tranche Warrants, the Aggregate Warrant Notional Amount of the Warrants or such other amount specified as such in the applicable Final Terms.

Tranche Subordination Amount means, unless specified otherwise in the applicable Final Terms, with respect to Tranche Warrants, the Reference Portfolio Notional Amount multiplied by the Attachment Point.

Transaction Auction Settlement Terms means, in respect of a Reference Entity and the related Credit Event, the Credit Derivatives Auction Settlement Terms published by ISDA, in accordance with the Rules or any other recognised association or organisation selected by the Calculation Agent (including for the avoidance of doubt any auction settlement), which provides for the valuation of obligations of a Reference Entity in respect of which a Credit Event has occurred and which shall be used to determine the amounts payable between the parties to a credit derivatives transaction referencing such Reference Entity for which Auction Covered Transactions (as defined in the Rules) would be credit derivatives transactions with a scheduled termination date comparable to or later than the Scheduled Expiration Date of the Warrants.

Transaction Type means, in respect of a Reference Entity, the transaction type specified in the applicable Final Terms, as identified in the Credit Derivatives Physical Settlement Matrix published by the International Swaps and Derivatives Association, Inc (as amended from time to time) or as otherwise used in credit derivatives transactions generally.

Transferable means, an obligation that is transferable to institutional investors without any contractual, statutory or regulatory restriction, provided that none of the following will be considered contractual, statutory or regulatory restrictions:

- (A) contractual, statutory or regulatory restrictions that provide for eligibility for resale pursuant to Rule 144A or Regulation S (and any contractual, statutory or regulatory restrictions promulgated under the laws of any jurisdiction having a similar effect in relation to the eligibility for resale of an obligation); or
- (B) restrictions on permitted investments such as statutory or regulatory investment restrictions on insurance companies and pension funds.

If the [Deliverable]**[Selected]* Obligation Characteristic Transferable is specified as "*Applicable*" in the applicable Final Terms, such Final Terms shall be construed as though such [Deliverable]**[Selected]* Obligation Characteristic had been specified as a [Deliverable]**[Selected]* Obligation Characteristic only with respect to [Deliverable]**[Selected]* Obligations that are not Loans (and shall only be relevant to the extent that obligations other than Loans are covered by the specified [Deliverable]**[Selected]* Obligation Category).

Undeliverable Obligation(s) means, that part of the Specified Deliverable Obligations for which Delivery is Illegal or Impossible.

Unsettled Credit Event means, with respect to a Reference Entity and a Warrant, that:

- (A) a Credit Event Determination Date has occurred prior to the Scheduled Expiration Date and the Exercise Date, as applicable, but the corresponding Final Valuation Notice Receipt Date has not occurred immediately prior to the Scheduled Expiration Date or relevant Exercise Date; or
- (B) a Notice of Pending Credit Event is delivered less than 100 Business Days prior to the Scheduled Expiration Date and the Exercise Date, as applicable (i) a DC No Credit Event Announcement has not been published prior to the Scheduled Expiration Date or Exercise Date, as applicable and (ii) if a Credit Event Notice has subsequently been delivered in relation to the relevant Credit Event, the corresponding Final Valuation Notice Receipt Date has not occurred immediately prior to the Scheduled Expiration Date or Exercise Date, as applicable; or
- (C) a Potential Repudiation/Moratorium has occurred and is continuing at the earlier of the Scheduled Expiration Date and the Exercise Date, as applicable or
- (D) a Potential Failure to Pay has occurred and is continuing at the earlier of the Scheduled Expiration Date and the Exercise Date, as applicable.

Unwind Costs means, in respect of each Warrant (i) Standard Unwind Costs if specified as such in the applicable Final Terms or (ii) the amount specified in the applicable Final Terms or (iii) zero if specified as being "*Not applicable*" in the applicable Final Terms.

Valuation Hedging Cost means, in relation to a Selected Obligation, the direct and duly documented cost, if any, borne by the Issuer, the Issuer's hedging counterparty, the Calculation Agent or an agent on their behalf in relation to the determination of the Final Price.

Voting Shares shall mean those shares or other interests that have the power to elect the board of directors or similar governing body of an entity.

Weighted Average Quotation means, if there are no Full Quotations available, the weighted average of respectively firm bid quotations (, with respect to Long Warrants) or firm offer quotations (with respect to Short Warrants), in both cases obtained from the Quotation Dealers, to the extent reasonably practicable, each for an amount as large a size as available, that in aggregate are equal to or greater than the Quotation Amount.

PART B (2014 DEFINITIONS)

Capitalised terms used but not defined in Condition 1 of this "*Part B (2014 definitions)*" have the meanings given to them in Condition 2 of this "*Part B (2014 definitions)*", save to the extent it is completed in the applicable Final Terms. Any reference to a Condition of "these Additional Terms and Conditions" in this Part B (*2014 Definitions*) shall be a reference to the conditions of this Part B (*2014 Definitions*).

For the purposes of this "Part B (2014 definitions)":

*"**" means that the section so indicated will be deemed not to apply if the applicable Final Terms specify that the clause "Settlement Method" is stated as being "Physical Settlement".*

*"***" means that the section so indicated will be deemed not to apply if the applicable Final Terms specify that "Settlement Method" is stated as being "Cash Settlement".*

1. CREDIT EVENT PROVISIONS

1.1 Physical Settlement

If the Warrants are Single Name Warrants or First-to-Default Warrants and if the applicable Final Terms specify that the clause "Settlement Method" is stated as being "Physical Settlement".

1.1.1 Physical Settlement

- 1.1.1.1 If a Credit Event has occurred, as determined by the Calculation Agent, in the period from and including the First Credit Event Occurrence Date to and including the Last Credit Event Occurrence Date and a Credit Event Notice and, unless specified as "*Not applicable*" in the applicable Final Terms, a Notice of Publicly Available Information, are delivered during the Notice Delivery Period by or on behalf of the Issuer to the relevant Clearing System for the Warrantholders' information, then (i) the Issuer will no longer be liable for the payment of the Cash Settlement Amount on the relevant Settlement Date or, as the case may be, to transfer the Physical Delivery Amount to the Warrantholder against payment of the Exercise Price divided, if applicable, by the Parity, (ii) each Warrant shall continue to be exercisable during the Exercise Period or on the Expiration Date, as the case may be and (iii) following exercise of any Warrant, the Issuer will in full and final satisfaction of its obligations hereunder in respect of payments due under the Warrants, Deliver or procure Delivery of the Credit Linked Physical Delivery Amount to the Warrantholders during the Physical Settlement Period, subject to the next paragraph and the cash settlement provisions hereafter.

The Delivery of the Specified Deliverable Obligations (or the payment of the Credit Event Payment Amount as the case may be) is subject to the prior delivery by or on behalf of the Issuer to the relevant Clearing System for the Warrantholders' information, of a Notice of Physical Settlement between the Credit Event Determination Date and the Latest Notification Date (both dates inclusive).

- 1.1.1.2 Following the occurrence of a Credit Event with respect to a Reference Entity, the Issuer has sole and absolute discretion to select the Specified Deliverable Obligations.
- 1.1.1.3 The Issuer will not necessarily Deliver all the Specified Deliverable Obligations on the same date, and may Deliver Specified Deliverable Obligations to different Warrantholders on different dates or to the same Warrantholder on different dates.

1.1.1.4 The Issuer is not obliged to Deliver the same type and proportion of Deliverable Obligations to each Warrantholder and a Warrantholder may receive various types of Deliverable Obligations.

1.1.1.5 If any or all of the Specified Deliverable Obligations are not eligible for clearance by the relevant Clearing System, then the Issuer may, at its discretion but upon prior notice to the Warrantholders, arrange:

- (A) Delivery of those Specified Deliverable Obligations, if any, that are eligible for clearance by the relevant Clearing System in the relevant Clearing System and Delivery of those Specified Deliverable Obligations that are not eligible for clearance by the relevant Clearing System outside the relevant Clearing System; or
- (B) Delivery of all the Specified Deliverable Obligations (whether or not those Specified Deliverable Obligations are eligible for clearance) outside the relevant Clearing System.

The relevant Clearing System will then be instructed to block and, upon confirmation by the Issuer that delivery has taken place, cancel the Warrantholders' positions in its books and the Fiscal Agent in turn will cancel the outstanding Warrants. If Delivery is to take place outside the relevant Clearing System, the Issuer shall have to receive the relevant Warrantholders' transfer instructions in terms that are satisfactory to the Issuer sufficiently before the Latest Permissible Physical Settlement Date to allow for physical settlement, otherwise the cash settlement provisions set out below will apply.

1.1.1.6 If the Credit Linked Physical Delivery Amount comprises less than a whole number of securities at the relevant time, then (i) the Issuer shall not deliver and the relevant Warrantholder shall not be entitled to receive in respect of its Warrants that fraction of a security (the **Fractional Entitlement**) and (ii) the Issuer shall pay to the relevant Warrantholder a cash amount equal to the value of such Fractional Entitlement (as determined by or on behalf of the Issuer).

1.1.2 ***Fallback to Cash Settlement***

1.1.2.1 If, on the Latest Permissible Physical Settlement Date, the Calculation Agent (acting on behalf of the Issuer) determines that it is Illegal or Impossible for the Issuer to Deliver all or part of the Specified Deliverable Obligations to all or some of the Warrantholders or if the Issuer does not receive transfer instructions as described in the last sentence of Condition 1.1.1.5 above, of these Additional Terms and Conditions, then the Calculation Agent will calculate a Credit Event Payment Amount, in respect of such part of the Specified Deliverable Obligations which are Undeliverable Obligations and the Issuer will, on the Settlement Date, pay or procure payment of a Credit Event Payment Amount to the relevant Warrantholders in full and final satisfaction of its obligations in respect of the Undeliverable Obligations.

1.1.2.2 The Issuer must notify the relevant Warrantholders through the relevant Clearing System that there are Undeliverable Obligations and the reasons why it is Illegal or Impossible to Deliver such Specified Deliverable Obligations.

1.1.2.3 If, before the Latest Permissible Physical Settlement Date, the Calculation Agent determines that the Delivery of all of the Specified Deliverable Obligations is Illegal or Impossible; and it deems such Delivery is to remain Illegal or Impossible until the Latest Permissible Physical Settlement Date, then the Calculation Agent may give notice thereof to the relevant Clearing System for the attention of the Warrantholders. The Credit Valuation Date will then be the date that is two Business Days after the date on which the Calculation Agent delivers such notice to the relevant Clearing System, and the Issuer will

pay the Warrantholders a Credit Event Payment Amount on the Settlement Date in full and final satisfaction of its obligations in respect of the Undeliverable Obligations.

- 1.1.2.4 If Delivery is partially Illegal or Impossible, the Issuer may, for each Warrantholder, Deliver the Specified Deliverable Obligations and pay a Credit Event Payment Amount. The Issuer shall not be obliged to ensure that each Warrantholder receives the same type and proportion of Deliverable Obligations and the same proportion of Deliverable Obligations and Credit Event Payment Amount as each other Warrantholder.
- 1.1.2.5 If Condition 1.1.2.1 or Condition 1.1.2.3 above applies, the Issuer may arrange that all settlements hereunder be made outside the relevant Clearing System in the manner described in Condition 1.1.1.5 above provided that the Issuer receives transfer instructions in terms that are satisfactory to the Issuer to allow for such settlements.
- 1.1.2.6 The Calculation Agent will inform the Warrantholders via the relevant Clearing System of the Credit Event Payment Amount by sending a Final Valuation Notice.

1.2 Cash Settlement

If the applicable Final Terms specify that the clause "Settlement Method" is stated as being "Cash Settlement".

- 1.2.1 If a Credit Event has occurred, as determined by the Calculation Agent, in the period from and including the First Credit Event Occurrence Date to and including the Last Credit Event Occurrence Date and a Credit Event Notice and, unless specified as "*Not applicable*" in the applicable Final Terms, a Notice of Publicly Available Information, are delivered during the Notice Delivery Period by or on behalf of the Issuer to the Warrantholders, then:
- (i) the Issuer will no longer be liable for the payment of the Cash Settlement Amount on the relevant Settlement Date or, as the case may be, to transfer the Physical Delivery Amount to the Warrantholder against payment of the Exercise Price divided, if applicable, by the Parity;
 - (ii) each Warrant shall continue to be exercisable during the Exercise Period or on the Expiration Date, as the case may be; and
 - (iii) following exercise of any Warrant, the Issuer will pay or procure payment of the Credit Event Payment Amount (or a formula based on the Credit Event Payment Amount, as specified in the applicable Final Terms) on the Settlement Date, in full and final satisfaction of its obligations hereunder in respect of the exercise of each Warrant.

The Selected Obligations, the Credit Event Payment Amount and the Settlement Date shall be notified to the Warrantholders in the Final Valuation Notice on the Final Valuation Notice Receipt Date.

- 1.2.2 For the avoidance of doubt, under no circumstances will the Final Value be determined later than the 180th Business Day following the corresponding Credit Event Determination Date.
- 1.2.3 Notwithstanding any other provision to the contrary, where "**Alternative Physical Settlement**" is specified as applying in the applicable Final Terms and the Issuer would, but for this Condition 1.2.3, be required to pay the Credit Event Payment Amount on the Settlement Date in accordance with Condition

1.2.1 above, it shall in place of such payment deliver to the Warrantholders the Alternative Physical Delivery Amount in accordance with and subject to the provisions of Condition 5.1.2 of the General Terms and Conditions in full and final settlement of its obligations hereunder as if the applicable Warrant was a Physical Delivery Warrant, provided that for such purposes references to the relevant Physical Delivery Amount shall be deemed to be references to the Alternative Physical Delivery Amount. Delivery of the Alternative Physical Delivery Amount shall be made in accordance with Condition 4.12 of the General Terms and Conditions and subject to Condition 16.2.2 of the General Terms and Conditions as if references in those Conditions to the Physical Delivery Amount were references to the Alternative Physical Delivery Amount.

1.3 Credit Event Notice after Restructuring

Upon the occurrence of a Restructuring in the period from and including the First Credit Event Occurrence Date to and including the Last Credit Event Occurrence Date if either "Mod Mod R" or "Mod R" is specified as "Applicable" in the applicable Final Terms:

1.3.1 **Single Name Warrants and First-to-Default Warrants**

If the applicable Final Terms specify that the clause "Settlement Type" is stated as being "American Settlement":

- 1.3.1.1 the Calculation Agent may deliver multiple Credit Event Notices with respect to such Restructuring, each such Credit Event Notice setting forth an amount (the **Partial Cancellation Amount**) that is less than the Nominal Amount of each outstanding Warrant immediately prior to the delivery of such Credit Event Notice. In such circumstances the provisions of Condition 1.1 or Condition 1.2 of these Additional Terms and Conditions shall be deemed to apply to the Partial Cancellation Amount only and each such Warrant shall be exercised in part (such exercised part being equal to the Partial Cancellation Amount) (and for the avoidance of doubt, without prejudice to the effect of the Principal Credit Factor on the settlement amount);
- 1.3.1.2 for the avoidance of doubt (i) the Nominal Amount of each such Warrant not so exercised in part shall remain outstanding and (ii) the provisions of Condition 1.1 or Condition 1.2 of these Additional Terms and Conditions shall apply to such Nominal Amount outstanding of such Warrant in the event that subsequent Credit Event Notices are delivered in respect of a Reference Entity; and
- 1.3.1.3 on exercise of part of each Warrant the relevant Warrant or, if the Warrants are represented by a Global Warrant, such Global Warrant, shall be endorsed to reflect such partial exercise.

For the avoidance of doubt, the outstanding Nominal Amount of each Warrant in respect of which no Credit Event Notice has been delivered during the Notice Delivery Period (and, if applicable, no Potential Repudiation/Moratorium or Potential Failure to Pay has occurred on or prior to the Scheduled Last Credit Event Occurrence Date) will be exercised in accordance with Condition 5.1 of the General Terms and Conditions.

If the applicable Final Terms specify that the clause "Settlement Type" is stated as being "European Settlement":

- 1.3.1.4 the Calculation Agent may deliver multiple Credit Event Notices with respect to such Restructuring, each such Credit Event Notice setting forth an amount (the **Partial Cancellation Amount**) that is less than

the Nominal Amount outstanding of each Warrant immediately prior to the delivery of such Credit Event Notice. In such circumstances the provisions of Condition 1.1 or Condition 1.2 of these Additional Terms and Conditions shall apply to the Partial Cancellation Amount (and for the avoidance of doubt, without prejudice to the effect of the Principal Credit Factor on the settlement amount); and

- 1.3.1.5 for the avoidance of doubt, the provisions of Condition 1.1 or Condition 1.2 of these Additional Terms and Conditions shall apply to the Nominal Amount of each Warrant outstanding after reduction by such Partial Cancellation Amount in the event that subsequent Credit Event Notices are delivered in respect of a Reference Entity.

1.3.2 **Basket Warrants and Tranche Warrants**

(a) The Calculation Agent may deliver multiple Credit Event Notices with respect to such Restructuring, each such Credit Event Notice setting forth an amount (the **Partial Restructuring Notional Amount**) that is less than the Reference Entity Notional Amount of the relevant Reference Entity immediately prior to the delivery of such Credit Event Notice. In such circumstances the provisions of Condition 1.2 of these Additional Terms and Conditions shall apply to the Partial Restructuring Notional Amount instead of the Reference Entity Notional Amount; and

(b) for the avoidance of doubt, following such Restructuring, the provisions of these Additional Terms and Conditions for Credit Linked Warrants shall apply in respect of the relevant Reference Entity with such Reference Entity's Reference Entity Weighting being reduced by the ratio of the Partial Restructuring Notional Amount divided by the Reference Portfolio Notional Amount. In the event of the occurrence of further Restructurings with respect to such Reference Entity, the relevant Reference Entity Notional Amount will be further reduced by the relevant Partial Restructuring Notional Amount.

1.4 **Multiple Successors**

If the applicable Final Terms specify that the clause "Type of Credit Linked Warrants" is stated as being "Single Name Warrants" and if "Multiple Successor(s)" is stated as being "Applicable", the following provisions shall apply:

Where, pursuant to the definition of **Successor** (as defined in Condition 2 of these Additional Terms and Conditions for Credit Linked Warrants), more than one Successor has been identified, each such Successor (a **Multiple Successor**) shall be a Reference Entity for the purposes of the Terms and Conditions, but only in respect of an amount of each Warrant equal to the outstanding Nominal Amount divided by the number of Multiple Successors to such Reference Entity (the **Multiple Successor Notional Amount**) as determined by the Calculation Agent (for the avoidance of doubt, without prejudice to the effect of the Principal Credit Factor on the settlement amount). Where Multiple Successors to such Reference Entity (each, a **Sub-Multiple Successor**) have been identified in respect of a Reference Entity (an **Original Multiple Successor**) that is itself a Multiple Successor, each such Sub-Multiple Successor shall be a Reference Entity for the purposes of the Terms and Conditions, but the Multiple Successor Notional Amount in respect of a Sub-Multiple Successor shall be equal to the Multiple Successor Notional Amount in respect of such Original Multiple Successor divided by the number of Sub-Multiple Successors to such Original Multiple Successor. Following the delivery of a Credit Event Notice and, unless specified as "*Not applicable*" in the applicable Final Terms, the delivery of a Notice of Publicly Available Information, in respect of a Multiple Successor, the Warrants, following a valid exercise of such Warrants in accordance with Condition 3 of the General Terms and Conditions, will not be cancelled in whole but an amount shall be deliverable or, as the case may be, payable in

respect of each Warrant that has been so exercised (an **Instalment Amount**) which amount shall be determined in the same manner, *mutatis mutandis*, as the Credit Linked Physical Delivery Amount, Credit Event Payment Amount or Alternative Physical Delivery Amount, as the case may be, that would otherwise have been determined in respect of such a Credit Event in relation to the original Reference Entity, except that it shall be in respect of a part of the Nominal Amount of each Warrant equal to the relevant Multiple Successor Notional Amount only. The date of delivery or payment, as the case may be, of any such Instalment Amount (an **Instalment Date**) shall be determined in the same manner, *mutatis mutandis*, as the Physical Settlement Date or Settlement Date that would otherwise have been determined in respect of such a Credit Event in relation to the original Reference Entity. More than one Instalment Amount may be delivered or payable on the same day in respect of different Multiple Successors, but not more than one Credit Event Notice may be delivered in relation to a single Multiple Successor unless a Restructuring occurs in relation to a Multiple Successor, in which case the provisions of Condition 1.3 of these Additional Terms and Conditions will apply in respect of each such Multiple Successor. Upon the determination by the Calculation Agent of the identity of Multiple Successors, the Calculation Agent shall determine the modifications required to be made to the Terms and Conditions and any other related documents, to preserve substantially the economic effect for a Warrantholder of a holding of the Warrants and the Issuer shall use its reasonable endeavours to effect such modifications.

If the applicable Final Terms specify that the clause "Settlement Type" is stated as being "American Settlement":

Following delivery or payment of an Instalment Amount in respect of a Credit Event relating to a Multiple Successor, the outstanding Nominal Amount of each Warrant shall be correspondingly reduced by the proportion of the Nominal Amount used to determine such Instalment Amount.

If the applicable Final Terms specify that the clause "Settlement Type" is stated as being "European Settlement":

Following the occurrence of a Credit Event relating to a Multiple Successor, the outstanding Nominal Amount of each Warrant shall be correspondingly reduced by the proportion of the Nominal Amount used to determine the corresponding Instalment Amount.

If the applicable Final Terms specify that the clause "Type of Credit Linked Warrants" is stated as being "Single Name Warrants" and if Multiple Successor(s) is specified as being "Not applicable", the following provisions shall apply:

Should more than one Successor succeed to the Reference Entity and if a Credit Event occurs in respect of any one of them, payment or delivery of the Credit Event Payment Amount or Credit Linked Physical Delivery Amount or Alternative Physical Delivery Amount, as the case may be, shall occur in whole in accordance with the Settlement Method specified in the applicable Final Terms, as if the Type of Credit Linked Warrants was specified as "First-to-Default Warrants" in the applicable Final Terms.

For the avoidance of doubt, this Condition 1.4 will not apply to First-to-Default Warrants, Basket Warrants and Tranche Warrants.

1.5 Notification of Potential Failure to Pay

In the case of the occurrence of a Potential Failure to Pay, as determined by the Calculation Agent in its sole and absolute discretion, the Issuer, or any entity acting on its behalf, shall use its reasonable endeavours to notify the Warrantholders as soon as reasonably practical of such occurrence, pursuant to Condition 13 of the General Terms and Conditions.

1.6 Further Issues and Purchases

Following any purchase and cancellation of any Warrants pursuant to Condition 2.3 of the General Terms and Conditions or any further issue (pursuant to Condition 15 of the General Terms and Conditions), each of the following amounts will be multiplied by the ratio of (i) the number of Warrants in circulation after such purchase or further issue divided by (ii) the number of Warrants in circulation just before such purchase or further issue:

- (A) for Single Name Warrants and First-to-Default Warrants, the Aggregate Warrant Notional Amount;
- (B) for Basket Warrants which are not Tranche Warrants, (i) the Aggregate Warrant Notional Amount, (ii) the Reference Portfolio Notional Amount and (iii) the Aggregate Loss Amount; and
- (C) for Tranche Warrants, (i) the Aggregate Warrant Notional Amount, (ii) the Reference Portfolio Notional Amount, (iii) the Aggregate Loss Amount, (iv) the Tranche Notional Amount and (v) the Tranche Subordination Amount.

For the avoidance of doubt, any other amount the calculation of which depends on the above amounts will be re-calculated accordingly.

1.7 Hedging Disruption, Increased Cost of Hedging, Change in Law, Merger of a Reference Entity and Société Générale or any of its Affiliates, Consequences and Monetisation until the Expiration Date

1.7.1 Hedging Disruption, Increased Cost of Hedging

Hedging Disruption means, in respect of Warrants that have one or more Reference Entity(ies), that, as determined by the Calculation Agent, Société Générale or any of its Affiliates is unable, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind and/or dispose of any transaction(s) or asset(s) it deems necessary to hedge the credit price risk (or any other relevant price risk including, but not limited to, the interest rate, equity and currency risk) of entering into and performing its obligations with respect to the Warrants or any agreement entered into by the Issuer of the Warrants with Société Générale or any of its Affiliates in relation to the Warrants; and/or (b) freely realize, recover, receive, repatriate, remit or transfer the proceeds of any Hedge Positions or any agreement entered into with the Issuer or any of its Affiliates in relation to the Warrants.

Increased Cost of Hedging means, in respect of Warrants that have one or more Reference Entity(ies), that Société Générale or any of its Affiliates would incur a materially increased (as compared with circumstances existing on the date(s) on which Société Générale or any of its Affiliates enters into the Hedge Positions in respect of the Warrants) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose

of any transaction(s) or asset(s) it deems necessary to hedge the credit price risk (or any other relevant price risk including, but not limited to, interest rate, equity and currency risk) of entering into and performing its obligations with respect to the Warrants or any agreement entered into with the Issuer or any of its Affiliates in relation to the Warrants or (b) freely realize, recover, receive, repatriate, remit or transfer the proceeds of any Hedge Positions or any agreement entered into with the Issuer or any of its Affiliates in relation to the Warrants.

1.7.2 *Change in Law*

Change in Law means, in respect of Warrants that have one or more Reference Entity(ies) that, on or after the first to occur of (a) the Issue Date and (b) the trade date of any Hedge Position (i) due to the adoption of, or any change in any applicable law or regulation (including without limitation, any law or regulation in respect of tax, solvency or capital requirements) or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority or brought in a court of competent jurisdiction), the Calculation Agent determines that it has become illegal for Société Générale or any of its Affiliates to hold, acquire or dispose of Hedge Positions (as defined in Condition 1.7.5 of these Additional Terms and Conditions) or to maintain the agreement entered into with Société Générale or any of its Affiliates by the Issuer of the Warrants.

1.7.3 *Merger of a Reference Entity and Société Générale or any of its Affiliates*

Merger of a Reference Entity and Société Générale or any of its Affiliates means, in respect of Single Name Warrants or First-to-Default Warrants or Basket Warrants, that (i) Société Générale or any of its Affiliates consolidates or amalgamates with, or merges into, or transfers all or substantially all its assets to, a Reference Entity or (ii) a Reference Entity consolidates or amalgamates with, or merges into, or transfers all or substantially all its assets to Société Générale or any of its Affiliates or (iii) Société Générale or any of its Affiliates and a Reference Entity become Affiliates.

1.7.4 *Consequences*

Upon the occurrence, as determined by the Calculation Agent, on or prior to the fourth Business Day (or in respect of Uncertificated Swedish Warrants, Uncertificated Norwegian Warrants or Uncertificated Finnish Warrants, the twelfth Business Day) before the Expiration Date of a Hedging Disruption, an Increased Cost of Hedging, Change in Law, or a Merger of a Reference Entity and Société Générale or any of its Affiliates then the Calculation Agent may decide, to do any of the following:

- (A) consider such event as an event triggering an early termination of the Warrants (hereafter, an **Early Termination Event**). In the case where an Early Termination Event occurs, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible after the Early Termination Event, (in the case of Cash Settled Warrants) an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (in the case of Physical Delivery Warrants), subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions; or
- (B) if the Hedging Disruption, Increased Cost of Hedging, Change in Law and/or Merger of a Reference Entity and Société Générale or any of its Affiliates is applicable to one or several

affected Reference Entities (the **Affected Reference Entity(ies)**), replace the Affected Reference Entity(ies) by a new reference entity (or new reference entities, as relevant) which is (respectively are each) a Similar Reference Entity; or

- (C) apply the Monetisation until the Expiration Date as defined in Condition 5.14 of the General Terms and Conditions of the Warrants;

or, but only in the case of Increased Cost of Hedging:

- (D) in the case of Cash Settled Warrants, deduct (a) from the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or the Early Termination Settlement Amount (if any) due under the Warrants, as the case may be, on the payment date of the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount (if any) and (b) in the absence of any Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount in respect of the Warrants, from the Cash Settlement Amount due on the Settlement Date, in each case after the occurrence of the Increased Cost of Hedging, the amount of any new, or any increase of, any tax, duty, expense or fee, that triggered the occurrence of the Increased Cost of Hedging incurred by Societe Generale or any of its Affiliates in relation to the Hedge Positions hedging the payment obligations of the Issuer under the Warrants, such amount to be apportioned pro rata amongst the outstanding Warrants (such reduction being the **Reduction Amount** and the result of such deduction being floored at zero); or
- (E) in the case of Physical Delivery Warrants, any Physical Delivery Amount, Event-Linked Early Settlement Price, Early Termination Physical Delivery Amount or Early Trigger Level Physical Delivery Amount which is calculated in connection with the Warrants shall be reduced by the Reduction Amount (subject to a floor of zero).

Following the occurrence of a Hedging Disruption, an Increased Cost of Hedging, Change in Law or Merger of a Reference Entity and Société Générale or any of its Affiliates, the Calculation Agent shall notify the Issuer, which shall in its turn notify the Warrantholders pursuant to the provisions of Condition 13 of the General Terms and Conditions of the relevant adjustment made or decision taken by the Calculation Agent. Details of any adjustment made or decision taken may be obtained by the Warrantholders upon request at the Calculation Agent's specified address.

Definitions applicable to this Condition:

Similar Reference Entity means a reference entity with an equivalent Rating (as defined below) or an equivalent credit risk (if no Rating is available), and to the extent possible as secondary criteria geographic and Transaction Type proximity. For the purposes of this definition **Rating** means the senior unsecured debt rating assigned by the three rating agencies Moody's Investor Service, Inc., Standard & Poor's Ratings Services, a division of Standard & Poor's Credit Market Service Europe Limited and Fitch Ratings or any of them, it being understood that if the ratings assigned in respect of an entity are not equivalent, only the highest one(s) will be taken into consideration.

1.8 Additional provisions relating to certain specific Reference Entities

1.8.1 Additional provisions applicable if a Reference Entity in the applicable Final Terms is "Argentine Republic"

If "Argentine Republic" is specified as a Reference Entity in the applicable Final Terms, the following provisions will apply with respect to this Reference Entity:

Notwithstanding the definition of "Obligation" in Condition 2 of these Additional Terms and Conditions, any obligation that is a Bond that was issued on or prior to June 1, 2005 (other than any Bond constituting a New Security (as defined in the **Prospectus Supplement of the Republic of Argentina dated January 10, 2005**³, as the same may be amended or supplemented)) shall not be considered as an Obligation.

Notwithstanding the definition of ["Deliverable Obligation"]** ["Selected Obligation"]* in Condition 2 of these Additional Terms and Conditions, any obligation that is a Bond that was issued on or prior to June 1, 2005 (other than any Bond constituting a New Security (as defined in the **Prospectus Supplement of the Republic of Argentina dated January 10, 2005**⁴, as the same may be amended or supplemented)) shall not be considered as a [Deliverable Obligation]** [Selected Obligation]*.

1.8.2 Additional provisions applicable if a Reference Entity in the applicable Final Terms is "Hellenic Republic"

If "Hellenic Republic" is specified as a Reference Entity in the applicable Final Terms, the following provisions will apply with respect to this Reference Entity:

Notwithstanding the definition of "Obligation" in Condition 2 of these Additional Terms and Conditions, any obligation that is of a type included in Borrowed Money Obligation Category and that was issued or incurred, as the case may be, on or prior to February 1, 2012 shall not be considered as an Obligation.

Notwithstanding the definition of ["Deliverable Obligation"]** ["Selected Obligation"]* in Condition 2 of these Additional Terms and Conditions, any obligation that is a Bond or a Loan that was issued or incurred, as the case may be, on or prior to February 1, 2012 shall not be considered as a [Deliverable Obligation]** [Selected Obligation]*.

1.8.3 Additional provisions applicable if a Reference Entity in the applicable Final Terms is "Republic of Hungary"

If "Republic of Hungary" is specified as a Reference Entity in the applicable Final Terms, the following provisions will apply with respect to this Reference Entity:

Notwithstanding the definition of "Obligation" in Condition 2 of these Additional Terms and Conditions, "Obligation" shall also include any National Bank of Hungary Obligation for the purposes of the applicable Final Terms where:

³ Available on the website : http://www.mecon.gov.ar/finanzas/download/us_prospectus_and_prospectus_supplement.pdf
(Please note that the information contained on the above website does not form part of this Base Prospectus and accordingly, the Issuer does not take responsibility for such information)

⁴ Available on the website : http://www.mecon.gov.ar/finanzas/download/us_prospectus_and_prospectus_supplement.pdf
(Please note that the information contained on the above website does not form part of this Base Prospectus and accordingly, the Issuer does not take responsibility for such information)

National Bank of Hungary Obligation means any obligation of the National Bank of Hungary (either directly or as provider of a Relevant Guarantee) and any Successor:

- (i) which has the Obligation Characteristic "Not Subordinated", where solely for the purpose of the definition of "Not Subordinated", shall be construed as if the National Bank of Hungary were the Reference Entity and no Reference Obligation has been specified;
- (ii) which is described by the Obligation Category specified in respect of the Republic of Hungary;
- (iii) which has each of the Obligation Characteristics specified in respect of the Republic of Hungary; and
- (iv) in relation to which the occurrence or existence of an Event of Default (as defined below) will cause any obligation of the Republic of Hungary in respect of the Obligation Category Borrowed Money to become, with the lapse of any grace period and subject to any other requirements under the terms of such Borrowed Money obligation (including requirements as to the amounts of such default), immediately due and payable pursuant to the terms of such Borrowed Money obligation.

Notwithstanding the definition of ["Deliverable Obligation"]** ["Selected Obligation"]* in Condition 2 of these Additional Terms and Conditions, ["Deliverable Obligation"]** ["Selected Obligation"]* shall also include any [National Bank of Hungary Deliverable Obligation]** [National Bank of Hungary Selected Obligation]* for the purposes of the applicable Final Terms where:

[National Bank of Hungary Deliverable Obligation] [National Bank of Hungary Selected Obligation]*** means, any obligation of the National Bank of Hungary (either directly or as provider of a Relevant Guarantee) and any Successor:

- (i) which has the [Deliverable Obligation Characteristic]** [Selected Obligation Characteristic]* "Not Subordinated", where solely for such purpose the definition of "Not Subordinated" shall be construed as if the National Bank of Hungary were the Reference Entity and no Reference Obligation has been specified;
- (ii) which is described by the [Deliverable Obligation Category]** [Selected Obligation Category]* specified in respect of the Republic of Hungary;
- (iii) which has each of the [Deliverable Obligation Characteristics]** [Selected Obligation Characteristics]* specified in respect of the Republic of Hungary; and
- (iv) in relation to which the occurrence or existence of an Event of Default (as defined below) will cause any obligation(s) of the Republic of Hungary in respect of the Obligation Category Borrowed Money, to become, with the lapse of any grace period and subject to any other requirements under the terms of such Borrowed Money obligation (including requirements as to the amounts of such default), immediately due and payable, pursuant to the terms of such Borrowed Money obligation.

Event of Default means, any failure by the National Bank of Hungary as issuer or obligor or guarantor of the relevant obligation, to make, when due any payment of principal or premium or prepayment charge or interest, if any, on such obligation.

For the purposes only of construing the terms "National Bank of Hungary Obligation", "National Bank of Hungary Deliverable Obligation" and "National Bank of Hungary Selected Obligation", the National Bank of Hungary (either directly or as provider of a Relevant Guarantee) shall be deemed to be a Reference Entity.

1.8.4 ***Additional provisions applicable if a Reference Entity in the applicable Final Terms is "Russian Federation"***

If "Russian Federation" is specified as a Reference Entity in the applicable Final Terms, the following provisions will apply with respect to this Reference Entity:

Notwithstanding the definition of "Obligation" in Condition 2 of these Additional Terms and Conditions, any obligation that is, in the determination of the Calculation Agent, "IANs", "MinFins" or "PRINs" shall not be an "Obligation".

Notwithstanding the definition of ["Deliverable Obligation"]** ["Selected Obligation"]* in Condition 2 of these Additional Terms and Conditions, any obligation that is, in the determination of the Calculation Agent, "IANs", "MinFins" or "PRINs" shall not be a ["Deliverable Obligation"]** ["Selected Obligation"]*.

IANs means, floating rate interest notes due 2002 and 2015 issued by Vnesheconombank of the USSR pursuant to the Restructuring Agreement and an Exchange Agreement, dated as of 6 October 1997, among Vnesheconombank of the USSR, the Closing Agent and the Participating Creditors named therein.

MinFins (also known as "OVVZs" or "Taiga" bonds) means Internal Government Hard Currency Bonds issued by the Ministry of Finance of the Russian Federation representing (i) restructured debt of the former USSR (Series II, III, IV, V and VIII) or (ii) debt of the Russian Federation issued in 1996 (Series VI and VII).

PRINs means, Vnesheconombank's loans arising under a Restructuring Agreement and an Exchange Agreement dated as of 6 October 1997, among Vnesheconombank of the USSR, the Closing Agent and the Participating Creditors named therein.

1.8.5 ***Additional provisions applicable if a Reference Entity in the applicable Final Terms is "STMicroelectronics N.V."***

If "STMicroelectronics N.V." is specified as a Reference Entity in the applicable Final Terms, the following provisions will apply with respect to this Reference Entity:

1.8.5.1 ***If the applicable Final Terms specify that the clause "Settlement Method" is stated as being "Cash Settlement":***

With respect to the Reference Entity "STMicroelectronics N.V.", if the USD 1,217,000,000 Zero Coupon Senior Convertible Bond due 2013 issued by STMicroelectronics N.V. is a Selected Obligation; and such Selected Obligation is not immediately due and payable as of the relevant Credit Valuation Date, for the purpose of determining the Quotation Amount of such Selected Obligation, the Outstanding Principal Balance of such Selected Obligation shall be deemed to be the amount payable on the scheduled maturity date of such Selected Obligation.

1.8.5.2 *If the applicable Final Terms specify that the clause "Settlement Method" is stated as being "Physical Settlement":*

With respect to the Reference Entity "STMicroelectronics N.V.", if the USD 1,217,000,000 Zero Coupon Senior Convertible Bond due 2013 issued by STMicroelectronics N.V. is a Specified Deliverable Obligation; and such Specified Deliverable Obligation is not immediately due and payable as of the date where such Specified Deliverable Obligation is Delivered, the Outstanding Principal Balance of such Specified Deliverable Obligation shall be deemed to be the amount payable on the scheduled maturity date of such Specified Deliverable Obligation.

1.8.6 ***Additional provisions applicable if a Reference Entity in the applicable Final Terms is a "Monoline Insurer" (as such term is defined below)***

If a Reference Entity in the applicable Final Terms is a "Monoline Insurer", then the following provisions will apply with respect to this Reference Entity:

1.8.6.1 *Specific Definitions*

Monoline Insurer means, the entities (i) listed in the Monoline Insurer Reference Entities document published by ISDA on August 31, 2010 which Current Reference Entity Name (as such term is defined in this document) is ACA Financial Guaranty Corporation, Ambac Assurance Corporation, Assured Guaranty Corp., CDC IXIS Financial Guaranty North America, Inc, Financial Guaranty Insurance Company (FGIC), Assured Guaranty Municipal Corp., MBIA Insurance Corporation, Radian Asset Assurance Inc., Syncora Guarantee Inc or any Successor of the aforementioned or (ii) added to the list of sub-paragraph (i) above by any document published by ISDA which would modify and/or cancel and replace the Monoline Insurer Reference Entities document.

Qualifying Policy means, a financial guaranty insurance policy or similar financial guarantee pursuant to which a Reference Entity irrevocably guarantees or insures all Instrument Payments (as defined below) of an instrument that constitutes Borrowed Money (modified as set forth below) (the **Insured Instrument**) for which another party (including a special purpose entity or trust) is the obligor (the **Insured Obligor**). Qualifying Policies shall exclude any arrangement (i) structured as a surety bond, letter of credit or equivalent legal arrangement or (ii) pursuant to the express contractual terms of which the payment obligations of the Reference Entity can be discharged or reduced as a result of the occurrence or non-occurrence of an event or circumstance (other than the payment of Instrument Payments). Whether Cash Settlement or Physical Settlement is applicable in the applicable Final Terms, in particular for the purpose of the determination of Obligation and [Deliverable Obligation]** [Selected Obligation]* in Condition 1.8.6.2 of these Additional Terms and Conditions, the benefit of a Qualifying Policy must be capable of being Delivered together with the Delivery of the Insured Instrument.

Instrument Payments means: (A) in the case of any Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest, (x) the specified periodic distributions in respect of interest or other return on the Certificate Balance on or prior to the ultimate distribution of the Certificate Balance and (y) the ultimate distribution of the Certificate Balance on or prior to a specified date and (B) in the case of any other Insured Instrument, the scheduled payments of principal and interest, in the case of both (A) and (B) (1) determined without regard to limited recourse or reduction provisions of the type described in Condition 1.8.6.4 of these Additional Terms and Conditions and (2) excluding sums in respect of default interest, indemnities, tax gross-ups, make-whole amounts, early

redemption premiums and other similar amounts (whether or not guaranteed or insured by the Qualifying Policy).

Certificate Balance means, in the case of an Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest, the unit principal balance, certificate balance or similar measure of unreimbursed principal investment.

1.8.6.2 *Obligation and [Deliverable Obligation]** [Selected Obligation]**

For the purposes of subparagraph (A) of the definition of "Obligation" in Condition 2 below and subparagraph (B) of the definition of "[Deliverable Obligation]** [Selected Obligation]*" in Condition 2 below, the definition of Relevant Guarantee is amended by adding "or Qualifying Policy" after "Qualifying Affiliate Guarantee".

1.8.6.3 *Interpretation of Provisions*

In the event that an Obligation or a [Deliverable Obligation]** [Selected Obligation]* is a Qualifying Policy, the terms of the second part of the definition of "Qualifying Guarantee" in Condition 2 below, starting with "If an Obligation or [Deliverable]** [Selected]* Obligation is a Relevant Guarantee," will apply, with references to the Relevant Guarantee, the Underlying Obligation and the Underlying Obligor deemed to include the Qualifying Policy, the Insured Instrument and the Insured Obligor, respectively, except that:

- (i) the Obligation Category Borrowed Money and the Obligation Category and [Deliverable Obligation]** [Selected Obligation]* Category Bond shall be deemed to include distributions payable under an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the [Deliverable Obligation]** [Selected Obligation]* Category Bond shall be deemed to include such an Insured Instrument, and the terms "obligation" and "obligor" as used in these Additional Terms and Conditions for Credit Linked Warrants – Part B (2014 definitions) in respect of such an Insured Instrument shall be construed accordingly;
- (ii) references in the definitions of "Assignable Loan" and "Consent Required Loan" in Condition 2 of these Additional Terms and Conditions to the guarantor and guaranteeing shall be deemed to include the insurer and the insuring, respectively;
- (iii) neither the Qualifying Policy nor the Insured Instrument must satisfy on the relevant date the [Deliverable Obligation Characteristic]** [Selected Obligation Characteristic]* of Accelerated or Matured, whether or not that characteristic is otherwise specified as applicable in the applicable Final Terms";
- (iv) if the Assignable Loan, Consent Required Loan or Transferable [Deliverable Obligation Characteristics]** [Selected Obligation Characteristics]* are specified as "*Applicable*" in the applicable Final Terms and if the benefit of the Qualifying Policy is not transferred as part of any transfer of the Insured Instrument, the Qualifying Policy must be transferable at least to the same extent as the Insured Instrument;
- (v) with respect to an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the term "maturity", as such term is used in the Maximum Maturity [Deliverable

Obligation Characteristic]** [Selected Obligation Characteristic]*, shall mean the specified date by which the Qualifying Policy guarantees or insures, as applicable, that the ultimate distribution of the Certificate Balance will occur; and

- (vi) with respect to a Qualifying Policy and an Insured Instrument, only the Qualifying Policy must satisfy on the relevant date or dates the "Not Subordinated" Obligation Characteristic or [Deliverable Obligation Characteristic]** [Selected Obligation Characteristic]* if applicable.

1.8.6.4 *Outstanding Principal Balance*

References in the definition of "*Outstanding Principal Balance*" in Condition 2 below to a Guarantee, the Underlying Obligation and the Underlying Obligor shall be deemed to include a Qualifying Policy, the Insured Instrument and the Insured Obligor, respectively. Any provisions of an Insured Instrument limiting recourse in respect of such Insured Instrument to the proceeds of specified assets (including proceeds subject to a priority of payments) or reducing the amount of any Instrument Payments owing under such Insured Instrument, shall be disregarded for the purposes of paragraph (B) of the definition of "*Outstanding Principal Balance*" in Condition 2 below, provided that such provisions are not applicable to the Qualifying Policy by the terms thereof and the Qualifying Policy continues to guarantee or insure, as applicable, the Instrument Payments that would have been required to be made absent any such limitation or reduction.

1.8.6.5 *Deliver*

For purposes of the definition of "Deliver" in Condition 2 of these Additional Terms and Conditions, "Deliver" with respect to an obligation that is a Qualifying Policy means to Deliver both the Insured Instrument and the benefit of the Qualifying Policy (or a custodial receipt issued by an internationally recognised custodian representing an interest in such an Insured Instrument and the related Qualifying Policy), and "Delivery" and "Delivered" will be construed accordingly.

1.8.6.6 *Provisions for Determining a Successor*

Sub-sections (A), (D) and (F) of the definition of "*Successor*" in Condition 2 below are hereby amended by adding "or Qualifying Policy" after each occurrence of "a Relevant Guarantee". Sub-section (F) of the definition of "*Successor*" in Condition 2 below is amended by adding "or provider of a Qualifying Policy" after "as guarantor or guarantors".

1.8.6.7 *Original Non-Standard Reference Obligation, Substitute Reference Obligation and Substitution Event*

The definitions of "*Original Non-Standard Reference Obligation*", "*Substitute Reference Obligation*" and "*Substitution Event*" in Condition 2 below are hereby amended by adding "or Qualifying Policy" after "a guarantee".

1.8.6.8 *Restructuring*

- (a) With respect to an Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest or a Qualifying Policy with respect thereto, part (A)(1) to (5) in the definition of "Restructuring" of Condition 2 of these Additional Terms and Conditions is amended to read as follows:

- (1) a reduction in the rate or amount of the Instrument Payments described in clause (A)(x) of the definition of "Instrument Payment" that are guaranteed or insured by the Qualifying Policy (including by way of redenomination);
 - (2) a reduction in the amount of the Instrument Payments described in clause (A)(y) of the definition of "Instrument Payment" that are guaranteed or insured by the Qualifying Policy (including by way of redenomination);
 - (3) a postponement or other deferral of a date or dates for either (A) the payment or accrual of the Instrument Payments described in clause (A)(x) of the definition of "Instrument Payment" or (B) the payment of the Instrument Payments described in clause (A)(y) of the definition of "Instrument Payment", in each case that are guaranteed or insured by the Qualifying Policy;
 - (4) a change in the ranking in priority of payment of (A) any Obligation under a Qualifying Policy in respect of Instrument Payments, causing the Subordination of such Obligation to any other Obligation or (B) any Instrument Payments, causing the Subordination of such Insured Instrument to any other instrument in the form of a pass-through certificate or similar funded beneficial interest issued by the Insured Obligor, it being understood that, for this purpose, Subordination will be deemed to include any such change that results in a lower ranking under a priority of payments provision applicable to the relevant Instrument Payments; or
 - (5) any change in the currency of any payment of Instrument Payments that are guaranteed or insured by the Qualifying Policy to any currency other than the lawful currency of Canada, Japan, Switzerland, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies (which, in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).
- (b) Subparagraph (B)(4) of the definition of "Restructuring" in Condition 2 of these Additional Terms and Conditions is deleted in its entirety and replaced by the following:
- "the occurrence of, agreement to or announcement of any of the events described in paragraphs (A)(1) to (A)(5) above in circumstances where such event does not directly or indirectly result from a deterioration in the creditworthiness or financial condition of the Reference Entity provided that in respect of paragraph (A)(5) above only, no such deterioration in the creditworthiness or financial condition of the Reference Entity is required where the redenomination is from euros into another currency and occurs as a result of action taken by a Governmental Authority or a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority or, in the case of Qualifying Policy and an Insured Instrument, where (A) the Qualifying Policy continues to guarantee or insure, as applicable, that the same Instrument Payments will be made on the same dates on which the Qualifying Policy guaranteed or insured that such Instrument Payments would be made prior to such event and (B) such event is not a change in the ranking in the priority of payment of the Qualifying Policy".
- (c) Paragraphs (C) (D) and (E) of the definition of "Restructuring" in Condition 2 of these Additional Terms and Conditions are deleted in their entirety and replaced by the following:
- "(C) For the purposes of paragraphs (A) and (B) above and, unless Multiple Holder Obligation is specified as "*Not applicable*" in the applicable Final Terms, paragraph (F) below and the definition of Multiple Holder Obligation, the term Obligation shall be

deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Guarantee. In the case of a Guarantee and an Underlying Obligation, references to the Reference Entity in paragraph (A) above shall be deemed to refer to the Underlying Obligor and the reference to the Reference Entity in paragraph (B) above shall continue to refer to the Reference Entity.

- (D) If an exchange has occurred, the determination as to whether one of the events described under paragraphs (A)(1) to (A)(5) above has occurred will be based on a comparison of the terms of the Bond immediately prior to such exchange and the terms of the resulting obligations immediately following such exchange.
- (E) For the purposes of paragraphs (A) and (B) above and, unless Multiple Holder Obligation is specified as *"Not applicable"* in the applicable Final Terms, paragraph (F) below and the definition of Multiple Holder Obligation, the term Obligation shall be deemed to include Insured Instruments for which the Reference Entity is acting as provider of a Qualifying Policy. In the case of a Qualifying Policy and an Insured Instrument, references to the Reference Entity in paragraph (A) above shall be deemed to refer to the Insured Obligor and the reference to the Reference Entity in paragraph (B) above shall continue to refer to the Reference Entity.
- (F) Unless Multiple Holder Obligation is specified as *"Not applicable"* in the applicable Final Terms, then, notwithstanding anything to the contrary in paragraphs (A), (B), (C) and (E) above, the occurrence of, agreement to or announcement of any of the events described in paragraphs (A)(1) to (A)(5) above shall not be a Restructuring unless the Obligation in respect of any such events is a Multiple Holder Obligation."

1.8.6.9 Fully Transferable Obligation and Conditionally Transferable Obligation

In the event that a Fully Transferable Obligation or Conditionally Transferable Obligation is a Qualifying Policy, the Insured Instrument must meet the requirements of the relevant definition and, if the benefit of the Qualifying Policy is not transferred as part of any transfer of the Insured Instrument, the Qualifying Policy must be transferable at least to the same extent as the Insured Instrument. References in the definition of "Conditionally Transferable Obligation" to the guarantor and guaranteeing shall be deemed to include the insurer and insuring, respectively. With respect to an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the term "final maturity date", as such term is used in the definitions of "Mod R", "Mod Mod R" and "Restructuring Maturity Limitation Date" in Condition 2 of these Additional Terms and Conditions, shall mean the specified date by which the Qualifying Policy guarantees or insures, as applicable, that the ultimate distribution of the Certificate Balance will occur.

1.8.6.10 Other Provisions

For purposes of the definitions of "Prohibited Action", "Credit Event" and "Deliver" in Condition 2 below, references to the Underlying Obligation and the Underlying Obligor shall be deemed to include Insured Instruments and the Insured Obligor, respectively. Any transfer or similar fee reasonably incurred by the Issuer or Société Générale in connection with the Delivery of a Qualifying Policy and payable to the Reference Entity in respect thereof shall be deducted from the [Credit Linked Physical Delivery Amount]** [Credit Event Payment Amount]* equally on the [Physical Settlement Date]** [Settlement Date]*.

1.8.7 *Additional provisions applicable for a Reference Entity in respect of which the applicable Final Terms specify that the "2014 CoCo Supplement" is applicable*

If the applicable Final Terms specify that the "2014 CoCo Supplement" is applicable to the Transaction Type with respect to a Reference Entity, then the following provisions will apply with respect to such Reference Entity:

(a) *Additional definitions*

Condition 2 is hereby amended by the addition of the following new definitions:

CoCo Provision means, with respect to an Obligation, a provision which requires (i) a permanent or temporary reduction of the amount of principal payable at redemption or (ii) a conversion of principal into shares or another instrument, in each case, if the Capital Ratio is at or below the Trigger Percentage.

Trigger Percentage means the trigger percentage specified in the applicable Final Terms (or if no such trigger percentage is specified, 5.25 per cent.).

Capital Ratio means the ratio of capital to risk weighted assets applicable to the Obligation, as described in the terms thereof in effect from time to time.

(b) *Other Provisions*

A CoCo Provision shall be deemed to be a provision which permits a Governmental Intervention for all purposes under these Additional Terms and Conditions for Credit Linked Warrants.

If, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, the operation of one or more CoCo Provisions results in (i) a permanent or temporary reduction of the amount of principal payable at redemption or (ii) a conversion of principal into shares or another instrument, such event shall be deemed to constitute a Governmental Intervention within the meaning of such term set out in Condition 2 below.

1.8.8 *Additional provisions applicable for a Reference Entity in respect of which the applicable Final Terms specify that "No Asset Package Delivery" is applicable*

If the applicable Final Terms specify that "No Asset Package Delivery" is applicable to the Transaction Type with respect to a Reference Entity, then the following provisions will apply with respect to such Reference Entity:

It shall be deemed that no Package Observable Bond nor Prior Deliverable Obligation, as applicable, exists with respect to such Reference Entity (even if such a Package Observable Bond or Prior Deliverable Obligation, as per Condition 2 below, has been published by ISDA or specified by the Calculation Agent), and Asset Package Delivery shall not apply thereto.

1.9 **No Frustration**

In the absence of other reasons, performance of the Issuer's obligations under the Warrants will not be considered frustrated, or otherwise void or voidable (whether for mistake or otherwise) solely because:

- (a) a Reference Entity does not exist on, or ceases to exist on or following, the Issue Date; and/or
- (b) Obligations, [Selected]* [Deliverable]** Obligations, Specified Deliverable Obligations or Reference Obligations do not exist on, or cease to exist on or following, the Issue Date.

1.10 Timing

Subject to the paragraph below and the provisions relating to Notices set out herein, in order to determine the day on which an event occurs, the demarcation of days shall be made by reference to Greenwich Mean Time (or, if the Transaction Type (as specified in the applicable Final Terms) of the Reference Entity relates to Japan, Tokyo time), irrespective of the time zone in which such event occurred. Any event occurring at midnight shall be deemed to have occurred immediately prior to midnight.

If a payment is not made by the Reference Entity on its due date or, as the case may be, on the final day of the relevant Grace Period, then such failure to make a payment shall be deemed to have occurred on such day prior to midnight Greenwich Mean Time (or, if the Transaction Type (as specified in the applicable Final Terms) of the Reference Entity relates to Japan, Tokyo time), irrespective of the time zone of its place of payment.

1.11 Amendments to these Additional Terms and Conditions for Credit Linked Warrants – Part B (2014 definitions)

The Calculation Agent may from time to time amend any provision of these Additional Terms and Conditions for Credit Linked Warrants – Part B (2014 definitions) and/or the applicable Final Terms (i) to incorporate and/or reflect and/or take account of (x) further or alternative documents or protocols from time to time published by ISDA with respect to credit derivative transactions which may, without limitation, relate to one or more Reference Entities or Reference Entity types and/or the settlement of credit derivative transactions and/or (y) the operation or application of determinations by any Credit Derivatives Determinations Committee and/or (ii) in any manner which the Calculation Agent determines is necessary or desirable (including from the perspective of Société Générale or any of its Affiliates) to reflect or account for market practice for credit derivatives transactions and/or to eliminate or account for any provisions of the Hedge Positions with the aim of ensuring no mismatch or discrepancy between rights and obligations under the Hedge Positions and under the Warrants. Such amendments may include, without limitation, varying any date or timing or procedures provided for in these Additional Terms and Conditions for Credit Linked Warrants – Part B (2014 Definitions) and/or the applicable Final Terms – PROVIDED THAT, subject as set out in this Condition 1.11, such amendments may not include changes to the currency of the Warrants, the Cash Settlement Amount or Physical Delivery Amount, as the case may be, payable or deliverable in respect of the Warrants or the Expiration Date of the Warrants.

In the event that such amendments lead to a revised Reference Entity then a Credit Event may be triggered on such revised Reference Entity and the consequential provisions of these Additional Terms and Conditions for Credit Linked Warrants – Part B (2014 definitions) will apply in the usual manner.

Any amendment made pursuant to this paragraph will be notified to Warrantholders pursuant to the provisions of Condition 13 of the General Terms and Conditions.

2. DEFINITIONS

Accelerated or Matured means, an obligation under which the principal amount owed, whether by reason of maturity, acceleration, termination or otherwise is due and payable in full in accordance with the terms of such obligation, or would have been but for, and without regard to, any limitation imposed under any applicable insolvency laws.

Additional LPN means, any bond issued in the form of a loan participation note (an **LPN**) by an entity (the **LPN Issuer**) for the sole purpose of providing funds for the LPN Issuer to (A) finance a loan to the Reference Entity (the **Underlying Loan**); or (B) provide finance to the Reference Entity by way of a deposit, loan or other Borrowed Money instrument (the **Underlying Finance Instrument**); provided that, (i) either (a) in the event that there is an Underlying Loan with respect to such LPN the Underlying Loan satisfies the Obligation Characteristics specified in respect of the Reference Entity; or (b) in the event that there is an Underlying Finance Instrument with respect to such LPN the Underlying Finance Instrument satisfies the Not Subordinated, Not Domestic Law and Not Domestic Currency Obligation Characteristics; (ii) the LPN satisfies the following Deliverable Obligation Characteristics or Selected Obligation Characteristics (as applicable): Transferable, Not Bearer, Specified Currency – Standard Specified Currencies, Not Domestic Law, Not Domestic Issuance; and (iii) the LPN Issuer has, as of the issue date of such obligation, granted a First Ranking Interest over or in respect of certain of its rights in relation to the relevant Underlying Loan or Underlying Finance Instrument (as applicable) for the benefit of the holders of the LPNs.

Additional Obligation means, each of (i) the obligations listed as an additional obligation of the Reference Entity in the applicable Final Terms or (ii) the obligations set forth on the relevant LPN Reference Obligations List, as published by Markit Group Limited, or any successor thereto, as of the Issue Date, which list is currently available at <http://www.markit.com> (or any successor website thereto) or as stipulated in the applicable Final Terms.

Affiliate means, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, **control** of any entity or person means ownership of a majority of the voting power of the entity or person concerned.

Aggregate Loss Amount means, at any time:

- (A) for a Basket Warrant that is not a Tranche Warrant, the aggregate of the Loss Amount in respect of all Reference Entities in respect of which a Credit Event Determination Date has occurred; or
- (B) for a Tranche Warrant, the lowest of:
 - (i) the Tranche Notional Amount; and
 - (ii) the highest of (x) zero and (y) the difference between (xx) the aggregate of the Loss Amount for all Reference Entities in respect of which a Credit Event Determination Date has occurred and (xy) the Tranche Subordination Amount.

Aggregate Warrant Notional Amount means, as of the Issue Date, in respect of an Issue of Warrants, the product of the Notional Amount per Warrant multiplied by the number of Warrants in respect of such Issue of Warrants.

Alternative Physical Delivery Amount means, for each Warrant, an amount of Deliverable Assets with a market value equal to (i) where one or more Credit Events has occurred, the relevant Credit Event Payment Amount as determined by the Calculation Agent in accordance with the provisions set out in the applicable Final Terms if Condition 1.2.3 of these Additional Terms and Conditions apply or (ii) where a Credit Event has not occurred, the Physical Delivery Amount.

American Settlement means, in respect of Credit Linked Warrants that the Settlement Type specified in the applicable Final Terms is "American Settlement".

Asset means, each obligation, equity, amount of cash, security, fee (including any "early-bird" or other consent fee), right and/or other asset, whether tangible or otherwise and whether issued, incurred, paid or provided by the relevant Reference Entity or a third party (or any value which was realised or capable of being realised in circumstances where the right and/or asset no longer exists).

Asset Market Value means, the market value of an Asset, as the Calculation Agent shall determine by reference to an appropriate specialist valuation or in accordance with the methodology determined by the Credit Derivatives Determinations Committee.

Asset Package means, in respect of an Asset Package Credit Event, all of the Assets in the proportion received or retained by a Relevant Holder in connection with such relevant Asset Package Credit Event (which may include the Prior Deliverable Obligation or Package Observable Bond, as the case may be). If the Relevant Holder is offered a choice of Assets or a choice of combinations of Assets, the Asset Package will be the Largest Asset Package. If the Relevant Holder is offered, receives and retains nothing, the Asset Package shall be deemed to be zero.

Asset Package Credit Event means:

- (a) if Financial Reference Entity Terms and Governmental Intervention is specified as "*Applicable*" in the applicable Final Terms, (i) a Governmental Intervention; or (ii) a Restructuring in respect of the Reference Obligation, if Restructuring is specified as "*Applicable*" in the applicable Final Terms and such Restructuring does not constitute a Governmental Intervention; and
- (b) if the Reference Entity is a Sovereign and Restructuring is specified as "*Applicable*" in the applicable Final Terms, a Restructuring,

in each case, whether or not such event is specified as the applicable Credit Event in the Credit Event Notice.

Asset Package Delivery will apply if an Asset Package Credit Event occurs unless (i) such Asset Package Credit Event occurs prior to the First Credit Event Occurrence Date or such later date determined by the Calculation Agent as appropriate by reference to any Hedge Position, or (ii) if the Reference Entity is a Sovereign, no Package Observable Bond exists immediately prior to such Asset Package Credit Event.

Assignable Loan means, a Loan that is capable of being assigned or novated to, at a minimum, commercial banks or financial institutions (irrespective of their jurisdiction of organisation) that are not then a lender or a member of the relevant lending syndicate, without the consent of the relevant

Reference Entity or the guarantor, if any, of such Loan (or the consent of the applicable borrower if such Reference Entity is guaranteeing such Loan) or any agent. If the [Deliverable]**[Selected]* Obligation Characteristic Assignable Loan is specified as "*Applicable*" in the applicable Final Terms, such Final Terms shall be construed as though such [Deliverable]**[Selected]* Obligation Characteristic had been specified as a [Deliverable]**[Selected]* Obligation Characteristic only with respect to Loans and shall only be relevant if Loans are covered by the specified [Deliverable]**[Selected]* Obligation Category.

Attachment Point: means, in respect of Tranche Warrants, the number (expressed as a percentage) specified in the applicable Final Terms.

Auction has the meaning set forth in the relevant Transaction Auction Settlement Terms.

Auction Cancellation Date has the meaning set forth in the relevant Transaction Auction Settlement Terms.

Auction Method means, that, in respect of a Reference Entity in respect of which a Credit Event Determination Date has occurred, the Final Value will be determined by reference to the relevant Transaction Auction Settlement Terms.

Bankruptcy means, a Reference Entity:

- (A) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (B) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due;
- (C) makes a general assignment, arrangement, scheme or composition with or for the benefit of its creditors generally, or such a general assignment, arrangement, scheme or composition becomes effective;
- (D) institutes or has instituted against it a proceeding seeking a judgement of insolvency or bankruptcy or any other similar relief under any bankruptcy or insolvency law or other law affecting creditors' rights, or a petition is presented for its winding up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (i) results in a judgement of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding up or liquidation or (ii) is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof;
- (E) has a resolution passed for its winding up or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (F) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- (G) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or

against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty calendar days thereafter; or

- (H) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (A) to (G) (inclusive) of this definition of Bankruptcy.

Basket Warrant means, a Credit Linked Warrant indexed on several Reference Entities for which the applicable Final Terms specify that the clause "Type of Credit Linked Warrants" is specified as "Basket Warrants".

Bond means, any obligation of a type included in the Borrowed Money Obligation Category that is in the form of, or represented by, a bond, note (other than notes delivered pursuant to Loans), certificated debt security or other debt security and shall not include any other type of Borrowed Money.

Bond or Loan means, any obligation that is either a Bond or a Loan.

Borrowed Money means, any obligation (excluding an obligation under a revolving credit arrangement for which there are no outstanding, unpaid drawings in respect of principal) for the payment or repayment of borrowed money (which term shall include, without limitation, deposits and reimbursement obligations arising from drawings pursuant to letters of credit).

Business Day means, the days specified in the applicable Final Terms [and solely for the purposes of physical settlement, if applicable, a day in any other jurisdiction in which a bank must be open in order to effect settlement of any Deliverable Obligations being Delivered]**.

Calculation Agent means Calculation Agent means Société Générale. Save as otherwise provided herein, the calculations and determinations of the Calculation Agent will be conclusive and binding upon the Issuer and the Warrantholders in the absence of manifest error. Whenever a Calculation Agent is required to act or to exercise judgment in any way (and unless otherwise provided herein), it will do so in good faith and in a commercially reasonable manner.

Cash Settlement means, in respect of Credit Linked Warrants that the Settlement Method specified in the applicable Final Terms is "Cash Settlement".

Conditionally Transferable Obligation means:

- (A) *If the applicable Final Terms specify that "Settlement Method" is stated as being "Physical Settlement":*

A Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Modified Eligible Transferees without the consent of any person being required, in the case of any Deliverable Obligation other than Bonds and in each case, as of the date(s) determined by the Calculation Agent by reference to any Hedge Positions, provided, however, that a Deliverable Obligation other than Bonds will be a Conditionally Transferable Obligation notwithstanding that consent of the Reference Entity or the guarantor, if any, of a Deliverable Obligation other than Bonds (or the consent of the relevant obligor if a Reference Entity is guaranteeing such Deliverable Obligation) or any agent is required for such

novation, assignment or transfer so long as the terms of such Deliverable Obligation provide that such consent may not be unreasonably withheld or delayed. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered to be a requirement for consent for purposes of the definition of Conditionally Transferable Obligation.

Where Mod Mod R applies and a Deliverable Obligation specified in a Notice of Physical Settlement is a Conditionally Transferable Obligation with respect to which consent is required to novate, assign or transfer, and the requisite consent is refused (whether or not a reason is given for such refusal and, where a reason is given for such refusal, regardless of that reason), or is not received by the Physical Settlement Date (in which case it shall be deemed to have been refused), the cash settlement provisions described in Condition 1 of these Additional Terms and Conditions shall apply.

- (B) *If the applicable Final Terms specify that "Settlement Method" is stated as being "Cash Settlement":*

A Selected Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Modified Eligible Transferees without the consent of any person being required, in the case of any Selected Obligation other than Bonds and in each case, as of the date(s) determined by the Calculation Agent by reference to any Hedge Positions, provided, however, that a Selected Obligation other than Bonds will be a Conditionally Transferable Obligation notwithstanding that consent of the Reference Entity or the guarantor, if any, of a Selected Obligation other than Bonds (or the consent of the relevant obligor if a Reference Entity is guaranteeing such Selected Obligation) or any agent is required for such novation, assignment or transfer so long as the terms of such Selected Obligation provide that such consent may not be unreasonably withheld or delayed. Any requirement that notification of novation, assignment or transfer of a Selected Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Selected Obligation shall not be considered to be a requirement for consent for purposes of the definition of Conditionally Transferable Obligation.

Conforming Reference Obligation means, a Reference Obligation which is a [Selected]* [Deliverable]** Obligation determined in accordance with paragraph (B) of the definition of [Selected]* [Deliverable]** Obligation [or, where Selected Obligation is specified as "*Not applicable*" in the applicable Final Terms, any relevant obligation determined by the Calculation Agent by reference to any Hedge Positions]*.

Consent Required Loan means, a Loan that is capable of being assigned or novated with the consent of the relevant Reference Entity or the guarantor, if any, of such Loan (or the consent of the relevant borrower if the relevant Reference Entity is guaranteeing such Loan) or any agent. If the [Deliverable]**[Selected]* Obligation Characteristic Consent Required Loan is specified as "*Applicable*" in the applicable Final Terms, such Final Terms shall be construed as though such [Deliverable]**[Selected]* Obligation Characteristic had been specified as a [Deliverable]**[Selected]* Obligation Characteristic only with respect to Loans (and shall only be relevant if Loans are covered by the specified [Deliverable]**[Selected]* Obligation Category).

Credit Derivatives Determinations Committee means each committee established by ISDA pursuant to the DC Rules for purposes of reaching certain DC Resolutions (including, but not limited to, the determination of the occurrence of a Credit Event and the establishment of the Transaction Auction Settlement Terms) in connection with "*Credit Derivative Transactions*"; as more fully described in the DC Rules.

Credit Event means, with respect to a Reference Entity as determined by the Calculation Agent, the occurrence during the period from and including the First Credit Event Occurrence Date up to and including the Last Credit Event Occurrence Date of one or more of Bankruptcy, Failure to Pay, Obligation Acceleration, Obligation Default, Repudiation/Moratorium, Restructuring or Governmental Intervention, as specified in the applicable Final Terms.

If an occurrence would otherwise constitute a Credit Event, such occurrence will constitute a Credit Event whether or not such occurrence arises directly or indirectly from, or is subject to a defence based upon:

- (A) any lack or alleged lack of authority or capacity of a Reference Entity to enter into any Obligation or, as applicable, an Underlying Obligor to enter into any Underlying Obligation;
- (B) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Obligation or, as applicable, any Underlying Obligation, however described;
- (C) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described; or
- (D) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, however described.

A Credit Event need not be continuing on the Credit Event Determination Date.

Credit Event Determination Date means, in relation to a Credit Event, the date specified in the related Credit Event Notice, which date will be, in the determination of the Calculation Agent (a) the Credit Event Resolution Request Date in respect of such Credit Event; (b) such other date as determined by the Calculation Agent in its sole and absolute discretion by reference to such sources as it deems appropriate, including without limitation, by reference to Hedge Positions; or (c) if no such date is specified, the date the Credit Event Notice is delivered.

Credit Event Notice means, an irrevocable notice that is effective during the Notice Delivery Period delivered by or on behalf of the Issuer to the Warrantholders that describes a Credit Event that occurred on or prior to the Last Credit Event Occurrence Date. A Credit Event Notice must contain a description in reasonable detail of the facts relevant to the determination that a Credit Event has occurred. The Credit Event that is the subject of a Credit Event Notice need not be continuing on the Credit Event Determination Date. Unless Notice of Publicly Available Information is specified as "*Not applicable*" in the applicable Final Terms, if a Credit Event Notice contains Publicly Available Information, such Credit Event Notice will also be deemed to be a Notice of Publicly Available Information.

Credit Event Payment Amount means:

- (a) *If the applicable Final Terms specify that "Settlement Method" is stated as being "Physical Settlement":*

In respect of each Credit Linked Warrant for which physical settlement is partially or totally Illegal or Impossible, an amount equal to the sum of each Credit Event Payment Amount per Undeliverable Obligation; or

- (b) *If the applicable Final Terms specify that "Settlement Method" is stated as being "Cash Settlement":*

- (i) in respect of Single Name Warrants and First-to-Default Warrants that are Long Warrants where the Principal Credit Factor and the Principal Loss Factor are both equal to 100%, an amount, subject to a minimum of zero, equal to the product of the Final Value multiplied by the Nominal Amount of each Warrant minus the Unwind Costs in respect of the Credit Event Determination Date; or
- (ii) in respect of Single Name Warrants and First-to-Default Warrants that are Long Warrants where the Principal Credit Factor and/or the Principal Loss Factor is different from 100%, an amount, subject to a minimum of zero, equal to the product of (1) the Principal Credit Factor and (2) the Nominal Amount of each Warrant minus the product of (a) the Nominal Amount of each Warrant, (b) the Principal Loss Factor and (c) the difference between the Reference Price and the Final Value, minus the Unwind Costs in respect of the Credit Event Determination Date; or
- (iii) in respect of Single Name Warrants and First-to-Default Warrants that are Short Warrants where the Principal Credit Factor and the Principal Loss Factor are both equal to 100%, an amount, subject to a minimum of zero, equal to the difference between (1) the product of (x) the positive difference between the Reference Price and the Final Value (expressed as a percentage) and (y) the Nominal Amount of each Warrant and (2) the Unwind Costs in respect of the Credit Event Determination Date; or
- (iv) in respect of Single Name Warrants and First-to-Default Warrants that are Short Warrants where the Principal Credit Factor and/or the Principal Loss Factor is different from 100%, an amount, subject to a minimum of zero, equal to the product of (1) the Principal Credit Factor and (2) the difference between (a) the product of (x) the Principal Loss Factor, (y) the positive difference between the Reference Price and the Final Value (expressed as a percentage) and (y) the Nominal Amount of each Warrant and (b) the Unwind Costs in respect of the Credit Event Determination Date; or
- (v) in respect of Basket Warrants and Tranche Warrants that are Long Warrants where the Principal Credit Factor and/or the Principal Loss Factor are both equal to 100%, an amount, subject to a minimum of zero, equal for each Warrant to (i) the Relevant Proportion of the difference between the Aggregate Warrant Notional Amount and the Aggregate Loss Amount as at the applicable Exercise Date minus (ii) the aggregate of the Unwind Costs calculated in respect of all Credit Event Determination Dates, as at the Expiration Date; or
- (v) in respect of Basket Warrants and Tranche Warrants that are Long Warrants where the Principal Credit Factor and/or the Principal Loss Factor is different from 100%, an amount, subject to a

minimum of zero, equal for each Warrant to the product of (i) the Principal Credit Factor and (ii) the difference between (x) the Relevant Proportion of the difference between the Aggregate Warrant Notional Amount and the product of the Principal Loss Factor and the Aggregate Loss Amount as at the applicable Exercise Date and (y) the aggregate of the Unwind Costs calculated in respect of all Credit Event Determination Dates, as at the Expiration Date; or

- (vi) in respect of Basket Warrants and Tranche Warrants that are Short Warrants, an amount, subject to a minimum of zero, equal for each Warrant to (i) the Relevant Proportion of the Aggregate Loss Amount as at the applicable Exercise Date minus (ii) the aggregate of the Unwind Costs calculated in respect of all Credit Event Determination Dates, as at the Expiration Date.

Credit Event Payment Amount per Undeliverable Obligation means, in respect of one Credit Linked Warrant and an Undeliverable Obligation, the product of (i) the Outstanding Principal Balance or Due and Payable Amount, as applicable, of such Undeliverable Obligation and (ii) the final price of such Undeliverable Obligation determined in accordance with Quotation Dealers Method (save as provided below), divided by the number of Warrants in respect of which there are such Undeliverable Obligations.

For the avoidance of doubt, where Illegal or Impossible is due to the inability to purchase the Specified Deliverable Obligations despite the Issuer's reasonable efforts, the final price of the Undeliverable Obligation will be determined in accordance with Auction Method. If no Transaction Auction Settlement Terms are published on or prior to the Credit Valuation Date, such final price will be deemed to be zero.

Credit Event Payment Date means:

- (a) *If the applicable Final Terms specify that "Settlement Type" is stated as being "American Settlement":*

The day that is four Payment Business Days (or in respect of Uncertificated Swedish Warrants, Uncertificated Norwegian Warrants or Uncertificated Finnish Warrants, twelve Payment Business Days) following the later of:

- (x) the Exercise Date; and
- (y) the Final Valuation Notice Receipt Date or, in relation to Basket Warrants and to Tranche Warrants, following the last Final Valuation Notice Receipt Date,

provided that where an Exercise Date occurs following a Credit Event Determination Date and no Final Valuation Notice Receipt Date has yet occurred in respect of such Credit Event Determination Date, the Credit Event Payment Date shall be the date falling four Payment Business Days (or in respect of Uncertificated Swedish Warrants, Uncertificated Norwegian Warrants or Uncertificated Finnish Warrants, twelve Payment Business Days) following the Final Valuation Notice Receipt Date relating to such Credit Event Determination Date.

- (b) *If the applicable Final Terms specify that "Settlement Type" is stated as being "European Settlement":*

The later of (x) the Scheduled Expiration Date and (y) the date determined in accordance with (a)(y) above.

Credit Event Resolution Request Date means, with respect to a DC Credit Event Question, the date as publicly announced by the DC Secretary, that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which the DC Credit Event Question was effective and on which the relevant Credit Derivatives Determinations Committee was in possession of Publicly Available Information with respect to such DC Credit Event Question.

Credit Linked Physical Delivery Amount means, for each Warrant, Specified Deliverable Obligations with (a) an Outstanding Principal Balance (where such Specified Deliverable Obligations are Borrowed Money) or (b) a Due and Payable Amount (where such Specified Deliverable Obligations are not Borrowed Money), equal to the product of the Principal Credit Factor and the difference between (i) the Nominal Amount or, if applicable, the Partial Cancellation Amount in case of the occurrence of a Restructuring (see Condition 1.3 of these Additional Terms and Conditions) or the Multiple Successor Notional Amount (see Condition 1.4 of these Additional Terms and Conditions) and (ii) the equivalent of the Specified Deliverable Obligations whose market value is equal to the Unwind Costs, subject to a minimum of zero. If the number of Specified Deliverable Obligations that the Issuer can Deliver is not an integer then, in respect of each Warrant, the Credit Linked Physical Delivery Amount will include, in addition to the whole number of the Specified Deliverable Obligations that can be Delivered (and having an Outstanding Principal Balance or Due and Payable Amount, as the case may be, equal to or less than the Outstanding Principal Balance or Due and Payable Amount, as the case may be, of the Credit Linked Physical Delivery Amount), an amount (to be paid in cash) equal to the market value of Specified Deliverable Obligations with an Outstanding Principal Balance or Due and Payable Amount, as the case may be equal to the difference between (i) the Outstanding Principal Balance or Due and Payable Amount, as the case may be, of the Credit Linked Physical Delivery Amount and (ii) the Outstanding Principal Balance or Due and Payable Amount, as the case may be, of the whole number of Specified Deliverable Obligations that can be Delivered, as determined by the Calculation Agent.

Credit Linked Warrant means, a Warrant in respect of which these Additional Terms and Conditions for Credit Linked Warrants – Part B (2014 Definitions) and the Credit Linked Warrants Provisions in the applicable Final Terms apply.

Credit Valuation Date means:

(A) *If the applicable Final Terms specify that "Settlement Method" is stated as being "Cash Settlement" and the clause "Final Value" is stated as being "Fixed Recovery":*

The date on which the Credit Event Notice is delivered to the relevant Clearing System for the information of the Warrantholders.

(B) *If the applicable Final Terms specify that "Settlement Method" is stated as being "Physical Settlement":*

The date that is two Business Days after the Latest Permissible Physical Settlement Date, subject, as the case may be, to Condition 1.1.2.3 of these Additional Terms and Conditions PROVIDED THAT if the Calculation Agent is unable to determine the final price of the Undeliverable Obligation on the Credit Valuation Date (the **Original Credit Valuation Date**), the Credit Valuation Date will be such later date, within the fifteen (15) Business Days' period following the Original Credit Valuation Date, on which the Calculation Agent is able to determine such final price.

(C) *If the applicable Final Terms specify that "Settlement Method" is stated as being "Cash Settlement" and the clause "Final Value" is stated as being "Floating Recovery" in the applicable Final Terms:*

- (1) If the Final Value is to be determined pursuant to Auction Method, the auction date or any other date specified by the relevant Transaction Auction Settlement Terms; or
- (2) If the Final Value is to be determined pursuant to Quotation Dealers Method, the Calculation Agent will select in its own discretion a date that is on or before the 160th Business Day following the Credit Event Determination Date (the **Original Credit Valuation Date**),

PROVIDED THAT if the Calculation Agent is unable to determine the Final Value at the latest on the Original Credit Valuation Date, the Credit Valuation Date will be such later date, within the fifteen Business Day period following the Original Credit Valuation Date, on which the Calculation Agent is able to determine the Final Value,

PROVIDED FURTHER THAT, under no circumstances will the Final Value be determined later than the 180th Business Day following the corresponding Credit Event Determination Date.

DC Credit Event Meeting Announcement means, with respect to a Reference Entity, a public announcement by the DC Secretary that a Credit Derivatives Determinations Committee will be convened to Resolve the matters described in a DC Credit Event Question.

DC Credit Event Question means, with respect to a Reference Entity, a notice to the DC Secretary requesting that a Credit Derivatives Determinations Committee be convened to Resolve whether an event that constitutes a Credit Event has occurred with respect to such Reference Entity (or one or more Obligations thereof).

DC Credit Event Question Dismissal means, with respect to a Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved not to determine the matters described in a DC Credit Event Question.

DC No Credit Event Announcement means, with respect to a Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved that an event that is the subject of a DC Credit Event Question does not constitute a Credit Event with respect to such Reference Entity (or one or more Obligations thereof).

DC Resolution has the meaning given to that term in the DC Rules.

DC Rules means, the Credit Derivatives Determinations Committee Rules, as published by ISDA on its website at www.isda.org (or any successor website thereto) from time to time and as amended from time to time in accordance with the terms thereof.

DC Secretary has the meaning given to it in the DC Rules.

Default Requirement means, unless specified otherwise in the applicable Final Terms, USD 10,000,000 (or in each case its equivalent in the Obligation Currency as of the occurrence of the relevant Credit Event).

Deliver means, to deliver, novate, transfer (including in the case of a Guarantee, transfer of the benefit of the Guarantee), assign or sell, as appropriate, in the manner customary for the settlement of the applicable Specified Deliverable Obligations (which shall include executing all necessary documentation and taking any other necessary actions), in order to convey all right, title (or, with respect to Specified Deliverable Obligations where only equitable title is customarily conveyed, all equitable title) and interest in the Specified Deliverable Obligations to the relevant Warrantholder or Warrantholders free and clear of any and all liens, charges, claims or encumbrances (excluding any liens routinely imposed on all securities in a relevant clearance system, but including, without limitation, any counterclaim, defence (other than a counterclaim or defence based on the factors set out in paragraphs (A) to (D) of the definition of Credit Event above) or right of set-off by or of the Reference Entity or, as applicable, any Underlying Obligor); provided that if a Specified Deliverable Obligation is a Guarantee, Deliver means to Deliver both the Underlying Obligation and the Guarantee, provided further that if the Guarantee has a Fixed Cap, Deliver means to deliver the Underlying Obligation, the Guarantee and all claims to any amounts which are subject to such Fixed Cap. **Delivery** and **Delivered** will be construed accordingly. In the case of a Loan, Delivery shall be effected using documentation substantially in the form of the documentation customarily used in the relevant market for Delivery of such Loan at that time.

If Asset Package Delivery applies, (i) Delivery of a Prior Deliverable Obligation or a Package Observable Bond may be satisfied by Delivery of the related Asset Package, and such Asset Package shall be treated as having the same currency, Outstanding Principal Balance or Due and Payable Amount, as applicable, as the Prior Deliverable Obligation or Package Observable Bond to which it corresponds had immediately prior to the Asset Package Credit Event, (ii) the above paragraph of this definition of Deliver shall be deemed to apply to each Asset in the Asset Package provided that if any such Asset is not a Bond, it shall be treated as if it were a Loan for these purposes, (iii) if the Asset Package is zero, the Outstanding Principal Balance or Due and Payable Amount, as applicable (or equivalent amount in the Settlement Currency of the Warrants) of the Prior Deliverable Obligation or Package Observable Bond otherwise due shall be deemed to have been Delivered in full three Business Days following the date on which the Notice of Physical Settlement is delivered to Warrantholders, (iv) the Issuer may satisfy its obligation to make Delivery of the Prior Deliverable Obligation or Package Observable Bond in part by Delivery of each Asset in the Asset Package in the correct proportion, and (v) if the relevant Asset is a Non-Transferable Instrument or Non-Financial Instrument, the Asset shall be deemed to be an amount of cash equal to the Asset Market Value.

Deliverable Assets shall have the meaning given to them in Condition 4.12 of the General Terms and Conditions.

Deliverable Obligation means any of:

- (A) the Reference Obligation(s) (if any);
- (B) any obligation of a Reference Entity (either directly or as provider of a Relevant Guarantee), described by the Deliverable Obligation Category specified in the applicable Final Terms and having each of the Deliverable Obligation Characteristics, if any, specified in the applicable Final Terms (as of the date on which the Calculation Agent determines that such obligations are Deliverable Obligations);
- (C) solely in relation to a Restructuring Credit Event applicable to a Reference Entity which is Sovereign, and unless Asset Package Delivery is applicable, any Sovereign Restructured Deliverable Obligation: and

- (D) if Asset Package Delivery is applicable, any Prior Deliverable Obligation (if "*Financial Reference Entity Terms*" is specified as "*Applicable*" in respect of the Reference Entity in the applicable Final Terms) or any Package Observable Bond (if the Reference Entity is a Sovereign),

in each case, (i) unless it is an Excluded Deliverable Obligation; and (ii) provided that the obligation has an Outstanding Principal Balance or Due and Payable Amount which is greater than zero (determined for the purposes of paragraph (D) above of this definition, immediately prior to the Asset Package Credit Event).

For purposes of assessing the applicability of Deliverable Obligation Characteristics and the requirements specified in the definition of Mod R and Mod Mod R to a Prior Deliverable Obligation or a Package Observable Bond, any such assessment shall be made by reference to the terms of the relevant Obligation in effect immediately prior to the Asset Package Credit Event.

If "*Subordinated European Insurance Terms*" is specified as "*Applicable*" in the applicable Final Terms, if a Deliverable Obligation would otherwise satisfy the Maximum Maturity Deliverable Obligation Characteristic, the existence of any Solvency Capital Provisions in the relevant Deliverable Obligation shall not cause such Deliverable Obligation to fail to satisfy such Deliverable Obligation Characteristic.

Where a Specified Deliverable Obligation is denominated in a currency other than the Specified Currency of the Warrants, the Calculation Agent will determine the Specified Currency equivalent of Outstanding Principal Balance or Due and Payable Amount, as the case may be, in respect of that Specified Deliverable Obligation for the purpose of calculating the Credit Linked Physical Delivery Amount determined by reference to the mid-point rate of conversion published by WM/Reuters at 4:00pm (London time), or any successor rate source selected by the Calculation Agent on the date on which the Notice of Physical Settlement is effective (or, if the Notice of Physical Settlement is changed on or prior to the Physical Settlement Date, the date on which notice of the last such change is effective) or, if the cash settlement provisions apply, on the Credit Valuation Date, or on such other date as determined by the Calculation Agent as appropriate by reference to any Hedge Positions and, if such rate is not available at such time, the Calculation Agent shall determine the rate at such time and by reference to such sources as it deems appropriate.

Deliverable Obligation Category means, any one of Payment, Borrowed Money, Reference Obligation Only, Bond, Loan, or Bond or Loan, as specified in the applicable Final Terms. In case of Reference Obligation Only, no Deliverable Obligation Characteristics shall be applicable.

Deliverable Obligation Characteristics means, any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed, Assignable Loan, Consent Required Loan, Transferable, Not Bearer, Maximum Maturity, Not Domestic Issuance and Accelerated or Matured (each a "**Deliverable Obligation Characteristic**") as specified in the applicable Final Terms. If more than one of Assignable Loan and Consent Required Loan are specified as Deliverable Obligation Characteristics in the applicable Final Terms, the Deliverable Obligation may include any Loan that satisfies any one of such Deliverable Obligation Characteristics specified and need not satisfy all such Deliverable Obligation Characteristics.

If "*Financial Reference Entity Terms*" and "*Governmental Intervention*" are specified as applicable in the applicable Final Terms, if an obligation would otherwise satisfy a particular Deliverable Obligation Characteristic, the existence of any terms in the relevant obligation in effect at the time of making the determination which permit the Reference Entity's obligations to be altered, discharged, released or

suspended in circumstances which would constitute a Governmental Intervention, shall not cause such obligation to fail to satisfy such Deliverable Obligation Characteristic.

Deliverable/Selected Obligation Accrued Interest means:

- (a) *if the applicable Final Terms specify that the clause "Settlement Method" is "Physical Settlement":*

the Outstanding Principal Balance of the Deliverable Obligations being Delivered will exclude accrued but unpaid interest, unless *"Include Deliverable/Selected Obligation Accrued Interest"* is specified in the applicable Final Terms, in which case, the Outstanding Principal Balance of the Deliverable Obligations being Delivered will include accrued but unpaid interest (as the Calculation Agent shall determine); or

- (b) *if the applicable Final Terms specify that the clause "Settlement Method" is "Cash Settlement":*

and:

- (i) *"Include Deliverable/Selected Obligation Accrued Interest"* is specified in the applicable Final Terms, the Outstanding Principal Balance of the relevant Selected Obligation shall include accrued but unpaid interest;
- (ii) *"Exclude Deliverable/Selected Obligation Accrued Interest"* is specified in the applicable Final Terms, the Outstanding Principal Balance of the relevant Selected Obligation shall not include accrued but unpaid interest; or
- (iii) neither *"Include Deliverable/Selected Obligation Accrued Interest"* nor *"Exclude Deliverable/Selected Obligation Accrued Interest"* is specified in the applicable Final Terms, the Calculation Agent shall determine based on the then current market practice in the market of the relevant Selected Obligation whether the Outstanding Principal Balance of the relevant Selected Obligation shall include or exclude accrued but unpaid interest and, if applicable, the amount thereof.

Detachment Point: means, in respect of Tranche Warrants the number (expressed as a percentage) specified in the applicable Final Terms.

Domestic Currency means, the currency specified as such in the applicable Final Terms and any successor currency thereto (or if no such currency is specified the lawful currency and any successor currency of (a) the relevant Reference Entity, if the Reference Entity is a Sovereign, or (b) the jurisdiction in which the relevant Reference Entity is organized, if the Reference Entity is not a Sovereign.

Domestic Law means, each of the laws of (a) the relevant Reference Entity, if such Reference Entity is a Sovereign, or (b) the jurisdiction in which the relevant Reference Entity is organized, if such Reference Entity is not a Sovereign.

Downstream Affiliate means, an entity, whose outstanding Voting Shares were, at the date of issuance of the Qualifying Guarantee, more than 50 per cent. owned, directly or indirectly, by the Reference Entity.

Due and Payable Amount means, the amount that is due and payable by the relevant Reference Entity under the Obligation whether by reason of maturity, acceleration, termination or otherwise (excluding

sums in respect of default interest, indemnities, tax gross-ups and other similar amounts) less all or any portion of such Amount which, pursuant to the terms of the Obligation (a) is subject to any Prohibited Action, or (b) may otherwise be reduced as a result of the effluxion of time or the occurrence or non-occurrence of an event or circumstance (other than by way of (i) payment or (ii) a Permitted Contingency), in each case, determined in accordance with the terms of the obligation in effect on the date selected by the Calculation Agent by reference to any Hedge Positions.

Eligible Information means, information which is publicly available or which can be made public without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information.

Eligible Transferee means:

- (A) any (i) bank or other financial institution; (ii) insurance or reinsurance company; (iii) a mutual fund, unit trust or similar collective investment vehicle (other than an entity specified in paragraph (C)(i) below); and (iv) registered or licensed broker or dealer (other than a natural person or proprietorship); provided, however, in each case that such entity has total assets of at least USD 500,000,000;
- (B) an Affiliate of an entity specified in the preceding paragraph (A);
- (C) each of a corporation, partnership, proprietorship, organisation, trust or other entity: (i) that is an investment vehicle (including, without limitation, any hedge fund, issuer of collateralised debt obligations, commercial paper conduit or other special purpose vehicle) that (1) has total assets of at least USD 100,000,000 or (2) is one of a group of investment vehicles under common control or management having, in the aggregate, total assets of at least USD 100,000,000; (ii) that has total assets of at least USD 500,000,000; or (iii) the obligations of which under an agreement, contract or transaction are guaranteed or otherwise supported by a letter of credit or keepwell, support or other agreement by an entity described in paragraphs (A), (B), (C)(ii) or (D) of this definition; and
- (D) (1) any Sovereign; (2) any entity or organisation established by treaty or other arrangement between two or more Sovereigns including, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development.

All references in this definition of Eligible Transferee to USD include equivalent amounts in other currencies, as determined by the Calculation Agent.

European Settlement means, in respect of Credit Linked Warrants that the Settlement Type specified in the applicable Final Terms is "European Settlement".

Event-linked Early Settlement Date means a date that is a Payment Business Day and that is the later of:

- (1) the date specified as such in the applicable Final Terms (the **Scheduled Event-linked Early Settlement Date**); or
- (2) the day that is four Payment Business Days (or in respect of Uncertificated Swedish Warrants or Uncertificated Finnish Warrants, twelve Payment Business Days) following the Final

Valuation Notice Receipt Date, or in relation to Basket Warrants and to Tranche Warrants, following the last Final Valuation Notice Receipt Date if a Credit Event Notice is delivered during the Notice Delivery Period; and

(3) the later of the two following dates:

(a) *if the applicable Final Terms specify that "Repudiation/Moratorium" is stated as being "Applicable" to the relevant Reference Entity:*

the day that is four Payment Business Days (or in respect of Uncertificated Swedish Warrants or Uncertificated Finnish Warrants, twelve Payment Business Days) following the Repudiation/Moratorium Evaluation Date, or in the case of First-to-Default Warrants, Basket Warrants and Tranche Warrants, following the last Repudiation/Moratorium Evaluation Date, if:

(1) a Potential Repudiation/Moratorium occurs on or prior to the Scheduled Last Credit Event Occurrence Date;

(2) the Repudiation/Moratorium Extension Condition is satisfied;

(3) such Repudiation/Moratorium Evaluation Date falls after the Scheduled Event-linked Early Settlement Date; and

(4) no Credit Event Notice in respect of such Potential Repudiation/Moratorium is delivered during the Notice Delivery Period; and

(b) *if the applicable Final Terms specify that "Grace Period Extension" is stated as being "Applicable" to the relevant Reference Entity:*

the day that is four Payment Business Days (or in respect of Uncertificated Swedish Warrants or Uncertificated Finnish Warrants, twelve Payment Business Days) following the Grace Period Extension Date, or, in the case of First-to-Default Warrants, Basket Warrants and Tranche Warrants, following the last Grace Period Extension Date if

(1) a Potential Failure to Pay occurs on or prior to the Scheduled Last Credit Event Occurrence Date;

(2) such Grace Period Extension Date falls after the Scheduled Event-linked Early Settlement Date; and

(3) no Credit Event Notice in respect of such Potential Failure to Pay is delivered during the Notice Delivery Period.

PROVIDED that, in all cases, if a Notice of Pending Credit Event in relation to a Reference Entity is delivered prior to the Scheduled Event-linked Early Settlement Date and is still effective on the Scheduled Event-linked Early Settlement Date, the Event-linked Early Settlement Date will be either the date on which the Suspended Amounts are paid to the Warrantheolders or, if a Credit Event Notice relating to the event in the Notice of Pending Credit Event is delivered, the day that is four Payment Business Days (or in respect of Uncertificated Swedish Warrants or Uncertificated Finnish Warrants, twelve Payment Business Days) following the related Final Valuation Notice Receipt Date.

Excluded Deliverable Obligation means, in respect of a Reference Entity and unless provided otherwise in the applicable Final Terms:

- (a) any obligation of the Reference Entity specified as such or of a type described in the applicable Final Terms;
- (b) any principal only component of a Bond from which some or all of the interest components have been stripped; and
- (c) if Asset Package Delivery is applicable, any obligation issued or incurred on or after the date of the relevant Asset Package Credit Event.

Excluded Obligation means, in respect of a Reference Entity and unless provided otherwise in the applicable Final Terms:

- (a) any obligation of the Reference Entity specified as such or of a type described in the applicable Final Terms;
- (b) if "*Financial Reference Entity Terms*" is specified as applicable in the applicable Final Terms and "Senior Transaction" applies in respect of the Reference Entity, then for purposes of determining whether a Governmental Intervention or Restructuring has occurred, any Subordinated Obligation; and
- (c) if "*Financial Reference Entity Terms*" is specified as applicable in the applicable Final Terms and "Subordinated Transaction" applies in respect of the Reference Entity, then for purposes of determining whether a Governmental Intervention or Restructuring has occurred, any Further Subordinated Obligation.

Excluded Selected Obligation means, in respect of a Reference Entity and unless provided otherwise in the applicable Final Terms:

- (a) any obligation of the Reference Entity specified as such or of a type described in the applicable Final Terms;
- (b) any principal only component of a Bond from which some or all of the interest components have been stripped; and
- (c) if Asset Package Delivery is applicable, any obligation issued or incurred on or after the date of the relevant Asset Package Credit Event.

Exercise Cut-off Date means, with respect to a Credit Event:

- (A) if such Credit Event is not an M(M)R Restructuring, either:
 - (1) the Relevant City Business Day (as defined in the DC Rules) prior to the Auction Final Price Determination Date (as specified in the relevant Transaction Auction Settlement Terms), if any; or
 - (2) the Relevant City Business Day prior to the Auction Cancellation Date, if any;
or

- (3) the date that is 14 calendar days following the No Auction Announcement Date, if any; or
 - (4) in case sub-sections (A)(1) to (A)(3) above do not apply, the date that is 150 Business Days after the Credit Event Determination Date; or
 - (5) such other date as determined by the Calculation Agent as appropriate by reference to any Hedge Positions.
- (B) if such Credit Event is an M(M)R Restructuring and:
- (1) the DC Secretary publishes a Final List applicable to the Transaction Auction Settlement Terms and/or Parallel Auction Settlement Terms, the date that is five Relevant City Business Days following the date on which such Final List is published; or
 - (2) a No Auction Announcement Date occurs, the date that is 14 calendar days following such No Auction Announcement Date; or
 - (3) in case sub-sections (B)(1) and (B)(2) above do not apply, the date that is 150 Business Days after the Credit Event Determination Date; or
 - (4) such other date as determined by the Calculation Agent as appropriate by reference to any Hedge Positions.

Expiration Date means:

- (A) If the applicable Final Terms specify that the clause "Settlement Type" is stated as being "American Settlement":
 - (1) the date specified as the Scheduled Expiration Date in the applicable Final Terms; or
 - (2) the [Physical Settlement Date (or the later of the Physical Settlement Date and the Credit Event Payment Date if the provisions of Condition 1.1.2 of these Additional Terms and Conditions apply)]** [Credit Event Payment Date]* if a Credit Event Notice is delivered during the Notice Delivery Period; or
 - (3) the later of the two following dates:
 - (a) if the applicable Final Terms specify that "Repudiation/Moratorium" is stated as being "*Applicable*" to the relevant Reference Entity: the day that is four Payment Business Days (or in respect of Uncertificated Swedish Warrants, Uncertificated Norwegian Warrants or Uncertificated Finnish Warrants, twelve Payment Business Days) following the Repudiation/Moratorium Evaluation Date, or in the case of First-to-Default Warrants, Basket Warrants and Tranche Warrants, the last Repudiation/Moratorium Evaluation Date, if:

- (1) a Potential Repudiation/Moratorium occurs on or prior to the Scheduled Last Credit Event Occurrence Date;
 - (2) the Repudiation/Moratorium Extension Condition is satisfied;
 - (3) such Repudiation/Moratorium Evaluation Date falls after the Scheduled Expiration Date; and
 - (4) no Credit Event Notice in respect of such Potential Repudiation/Moratorium is delivered during the Notice Delivery Period; and
- (b) if the applicable Final Terms specify that "Grace Period Extension" is stated as being "*Applicable*" to the relevant Reference Entity: the day that is four Payment Business Days (or in respect of Uncertificated Swedish Warrants, Uncertificated Norwegian Warrants or Uncertificated Finnish Warrants, twelve Payment Business Days) following the Grace Period Extension Date, or, in the case of First-to-Default Warrants, Basket Warrants and Tranche Warrants, the last Grace Period Extension Date if:
 - (1) a Potential Failure to Pay occurs on or prior to the Scheduled Last Credit Event Occurrence Date;
 - (2) such Grace Period Extension Date falls after the Scheduled Expiration Date; and
 - (3) no Credit Event Notice in respect of such Potential Failure to Pay is delivered during the Notice Delivery Period.
- (B) *If the applicable Final Terms specify that the clause "Settlement Type" is stated as being "European Settlement", the later of the dates set out in paragraphs (A)(1), (A)(2) and (A)(3) above.*

PROVIDED that, in all cases, if a Notice of Pending Credit Event in relation to a Reference Entity is delivered prior to the Scheduled Expiration Date or the Exercise Date, as the case may be, and is still effective on the Scheduled Expiration Date or the Exercise Date, as applicable, the Expiration Date will be either the date that falls five Payment Business Days before the day on which the Suspended Amounts are paid or delivered, as the case may be, to the Warrantholders or, if a Credit Event Notice relating to the event in the Notice of Pending Credit Event is delivered, the [Physical Settlement Date]** [Credit Event Payment Date]*.

Extension Date means, the later of (i) the Scheduled Expiration Date and (ii) the fourth Business Day (or in respect of Uncertificated Swedish Warrants, Uncertificated Norwegian Warrants or Uncertificated Finnish Warrants, the twelfth Business Day) following the Last Credit Event Occurrence Date, or, in the event of delivery of a Notice of Pending Credit Event, the date that is 110 Business Days following the DC Credit Event Meeting Announcement.

Failure to Pay means, after the expiration of any applicable Grace Period (after the satisfaction of any conditions precedent to the commencement of such Grace Period), the failure by a Reference Entity to

make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations, in accordance with the terms of such Obligations at the time of such failure.

If an occurrence that would constitute a Failure to Pay (a) is a result of a redenomination that occurs as a result of action taken by a Governmental Authority which is of general application in the jurisdiction of such Governmental Authority and (b) a freely available market rate of conversion existed at the time of the redenomination, then such occurrence will be deemed not to constitute a Failure to Pay unless the redenomination itself constituted a reduction in the rate or amount of interest, principal or premium payable (as determined by reference to such freely available market rate of conversion) at the time of such redenomination.

Fallback Settlement Event means:

- (a) a No Auction Announcement Date occurs pursuant to paragraph (a) or (c)(i) of the definition thereof;
- (b) an Auction Cancellation Date occurs; or
- (c) a DC Credit Event Question Dismissal occurs.

A Fallback Settlement Event may occur on any date from and including the Credit Event Determination Date to and including the 160th Business Day following the Credit Event Determination Date.

Final List has the meaning given to that term in the DC Rules.

Final Price means, in respect of a [Selected]* [Undeliverable]** Obligation, a quotation (expressed as a percentage) of the Outstanding Principal Balance or Due and Payable Amount, as applicable, of such [Selected]* [Undeliverable]** Obligation, obtained from Quotation Dealers in the manner provided below. The Calculation Agent will require each Quotation Dealer to provide quotations to the extent reasonably practicable at approximately 11.00 a.m. in the principal trading market of the relevant [Selected]* [Undeliverable]** Obligation or such other location as selected by the Calculation Agent. To such end:

- (A) If the Calculation Agent obtains more than three Full Quotations on the Credit Valuation Date, the Final Price will be the arithmetic mean of such Full Quotations, disregarding the Full Quotations with the highest and lowest values (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations will be disregarded).
- (B) If the Calculation Agent is unable to obtain more than three Full Quotations, but obtains exactly three Full Quotations on the Credit Valuation Date, the Final Price will be the Full Quotation remaining after disregarding the highest and lowest Full Quotations (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations will be disregarded).
- (C) If the Calculation Agent is unable to obtain three Full Quotations, but obtains exactly two Full Quotations on the Credit Valuation Date, the Final Price will be the arithmetic mean of such Full Quotations.

- (D) If the Calculation Agent is unable to obtain two Full Quotations, but obtains a Weighted Average Quotation on the Credit Valuation Date, the Final Price will be such Weighted Average Quotation.
- (E) If the Calculation Agent obtains fewer than two Full Quotations and no Weighted Average Quotation on the Credit Valuation Date, then the Final Price will be an amount that the Calculation Agent shall determine on the next Business Day on which the Calculation Agent obtains two or more Full Quotations or a Weighted Average Quotation. If the Calculation Agent is unable to obtain two or more Full Quotations or a Weighted Average Quotation on the same Business Day on or prior to the fifteenth Business Day following the Credit Valuation Date, the Final Price will be deemed to be (i) in respect of Long Warrants, zero, or (ii) in respect of Short Warrants, the weighted average of any firm quotations for the [Selected]* [Undeliverable]** Obligation obtained from Quotation Dealers with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations were not obtained.

Final Valuation Notice means, the notice delivered on the Final Valuation Notice Receipt Date, specifying:

- (A) *If the applicable Final Terms specify that the clause "Settlement Method" is stated as being "Cash Settlement":*
 - (1) except if the Final Value is specified as Fixed Recovery in the applicable Final Terms or if the Final Value is specified as Floating Recovery and Auction Method is specified as applicable in the applicable Final Terms, the Selected Obligations (with an aggregate Outstanding Principal Balance or Due and Payable Amount, as applicable, equal to the Aggregate Exercise Amount);
 - (2) the Credit Event Payment Amount; and
 - (3) the Credit Event Payment Date.
- (B) *If the applicable Final Terms specify that the clause "Settlement Method" is stated as being "Physical Settlement" and the provisions of Condition 1.1.2 of these Additional Terms and Conditions apply:*

The Credit Event Payment Amount per Undeliverable Obligation (if any).

Final Valuation Notice Receipt Date means, the day (such day being expected to be no later than the 7th Business Day following the Credit Valuation Date) on which the Calculation Agent delivers the Final Valuation Notice on behalf of the Issuer to the relevant Clearing Systems, for the information of the Warrantheolders.

Final Value means, in respect of a Reference Entity in respect of which a Credit Event Determination Date has occurred, either:

- (A) *If the applicable Final Terms specify that the clause "Final Value" is stated as being "Fixed Recovery":*

The percentage specified as such in the applicable Final Terms; or

- (B) *If the applicable Final Terms specify that the clause "Final Value" is stated as being "Floating Recovery":*

- (1) If Auction Method is specified as applicable in the applicable Final Terms and therefore the Final Value is to be determined pursuant to a Transaction Auction Settlement Terms and if a Transaction Auction Settlement Terms is published on or before 140 Business Days following the Credit Event Determination Date, that provides for the valuation of obligations of a Reference Entity in respect of which a Credit Event has occurred, subject to the occurrence of a Fallback Settlement Event, the Auction Final Price (as specified in the relevant Transaction Auction Settlement Terms and expressed as a percentage) determined, if any, under such Transaction Auction Settlement Terms and applicable to the seniority of the Reference Obligation; or
- (2) If (i) Auction Method is specified in the applicable Final Terms and (x) a Fallback Settlement Event occurs or (y) no Transaction Auction Settlement Terms is published on or before 140 Business Days following the Credit Event Determination Date or (ii) Quotation Dealers Method is specified in the applicable Final Terms, the amount determined by the Calculation Agent on the Credit Valuation Date as follows:
 - (a) the Final Price if there is only one Selected Obligation; or
 - (b) the weighted average of the Final Prices of the Selected Obligations if the latter are a portfolio,

in each case, minus the Valuation Hedging Cost for such Selected Obligation(s).

First Credit Event Occurrence Date is the date specified as such in the applicable Final Terms.

First Ranking Interest means, a charge, security interest (or other type of interest having similar effect) (an **LPN Interest**), which is expressed as being "first ranking", "first priority", or similar (**First Ranking**) in the document creating such LPN Interest (notwithstanding that such LPN Interest may not be First Ranking under any insolvency laws of any relevant insolvency jurisdiction of the LPN Issuer).

First-to-Default Warrant means, a Credit Linked Warrant indexed on two or more Reference Entities, in respect of which the First-to-Default Reference Entity will be treated as if it were the sole Reference Entity and for which the Type of Credit Linked Warrants is specified as "First-to-Default Warrants" in the applicable Final Terms.

First-to-Default Reference Entity means, the first Reference Entity in respect of which a Credit Event occurs and a Credit Event Notice and, if applicable a Notice of Publicly Available Information, have been sent in accordance with the provisions of Condition 1 of these Additional Terms and Conditions. If the

Type of Credit Linked Warrants is specified as "First-to-Default Warrants" in the applicable Final Terms, the definitions of Obligation or [Deliverable Obligation]** [Selected Obligation]* shall be construed as though such definitions had been specified only with respect to the First-to-Default Reference Entity.

Fixed Cap means, with respect to a Guarantee, a specified numerical limit or cap on the liability of the Reference Entity in respect of some or all payments due under the Underlying Obligation, provided that a Fixed Cap shall exclude a limit or cap determined by reference to a formula with one or more variable inputs (and for these purposes, the outstanding principal or other amounts payable pursuant to the Underlying Obligation shall not be considered to be variable inputs).

Fixed Recovery means, in respect of Credit Linked Warrants that the Final Value specified in the applicable Final Terms is specified as "Fixed Recovery: [●] per cent."

Floating Recovery means, in respect of Credit Linked Warrants that the Final Value specified in the applicable Final Terms is specified either as "Floating Recovery with Auction Method" or "Floating Recovery with Quotation Dealers Method".

Full Quotation means, with respect to Long Warrants each firm bid quotation and with respect to Short Warrants each firm offer quotation, in both cases obtained from a Quotation Dealer for an amount equal to the Quotation Amount.

Fully Transferable Obligation means, a [Deliverable]** [Selected]* Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Eligible Transferees without the consent of any person being required, in the case of any [Deliverable]** [Selected]* Obligation other than Bonds and in each case, as of the date(s) determined by the Calculation Agent by reference to Hedge Positions. Any requirement that notification of novation, assignment or transfer of a [Deliverable]** [Selected]* Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a [Deliverable]** [Selected]* Obligation shall not be considered to be a requirement for consent for purposes of this definition.

Further Subordinated Obligation means, if the Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation, any obligation which is Subordinated thereto.

Governmental Authority means:

- (i) any *de facto* or *de jure* government (or any agency, instrumentality, ministry or department thereof);
- (ii) any court, tribunal, administrative or other governmental, inter-governmental or supranational body;
- (iii) any authority or any other entity (private or public) either designated as a resolution authority or charged with the regulation or supervision of the financial markets (including a central bank) of a Reference Entity or some or all of its obligations; or
- (iv) any other authority which is analogous to any of the entities specified in paragraphs (i) to (iii) above.

Governmental Intervention means, that, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events

occurs as a result of action taken or an announcement made, by a Governmental Authority pursuant to, or by means of, a restructuring and resolution law or regulation (or any other similar law or regulation), in each case, applicable to a Reference Entity in a form which is binding, irrespective of whether such event is expressly provided for under the terms of such Obligation:

- (i) any event which would affect creditors' rights so as to cause:
 - (A) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);
 - (B) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);
 - (C) a postponement or other deferral of a date or dates for either (A) the payment or accrual of interest or (B) the payment of principal or premium; or
 - (D) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation;
- (ii) an expropriation, transfer or other event which mandatorily changes the beneficial holder of the Obligation;
- (iii) a mandatory cancellation, conversion or exchange; or
- (iv) any event which has an analogous effect to any of the events specified in paragraphs (i) to (iii) of this definition.

For purposes of this definition, the term Obligation shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Guarantee.

Grace Period means:

- (A) subject to paragraphs (B) and (C) below, the applicable grace period with respect to payments under and in accordance with the terms of such Obligation in effect as of the date as of which such Obligation is issued or incurred;
- (B) if **Grace Period Extension** is specified as "*Applicable*" in the applicable Final Terms, a Potential Failure to Pay has occurred on or prior to the Scheduled Last Credit Event Occurrence Date, and the applicable grace period cannot, by its terms, expire on or prior to the Scheduled Last Credit Event Occurrence Date, the Grace Period will be deemed to be the lesser of such grace period and thirty calendar days or such other period specified in the applicable Final Terms; and
- (C) if, as of the date as of which an Obligation is issued or incurred, no grace period with respect to payments or a grace period with respect to payments of less than three Grace Period Business Days is applicable under the terms of such Obligation, a Grace Period of three Grace Period Business Days shall be deemed to apply to such Obligation; provided that; unless Grace Period Extension is specified as "*Applicable*" in the applicable Final Terms, such deemed Grace Period shall expire no later than the Scheduled Last Credit Event Occurrence Date.

Grace Period Business Day means, a day on which commercial banks and foreign exchange markets are generally open to settle payments in the place or places and on the days specified for that purpose in the relevant Obligation and if a place or places are not so specified, (a) if the Obligation Currency is the euro, a TARGET2 Business Day, or (b) otherwise, a day on which commercial banks and foreign exchange markets are generally open to settle payments in the principal financial city in the jurisdiction of the Obligation Currency.

Grace Period Extension Date means, if (a) Grace Period Extension is specified as "*Applicable*" in the applicable Final Terms and (b) a Potential Failure to Pay occurs on or prior to the Scheduled Last Credit Event Occurrence Date, the date that is the number of days in the Grace Period after the date of such Potential Failure to Pay.

If Grace Period Extension is specified as "*Not applicable*" in the applicable Final Terms, Grace Period Extension shall not apply to the Warrants.

Greenwich Mean Time (GMT) means, the mean solar time at the Greenwich meridian, in Greenwich, London.

Guarantee means, a Relevant Guarantee or a guarantee which is the Reference Obligation.

Hedge Positions means as defined in Condition 5.14 of the General Terms and Conditions, provided that for the purposes of these Additional Terms and Conditions, Hedge Positions will be deemed to include the Optional Hedge Positions (if any).

Illegal or Impossible means, in respect of the Delivery of any Specified Deliverable Obligations, that it is illegal or impossible for the Issuer to Deliver or for a Warrantholder to take Delivery of all or part of such Specified Deliverable Obligations because of:

- (A) any legal, contractual or other restrictions or constraints affecting the Delivery of the Specified Deliverable Obligations (including, without limitation, any laws, regulations, court orders, other governmental or regulatory constraints, the specific terms or conditions of the Specified Deliverable Obligations or failure to obtain the relevant consents, including but not limited to the consent of the Reference Entity and the guarantor (if any) of the Reference Entity or the consent of the applicable borrower in the case of a Specified Deliverable Obligation guaranteed by the Reference Entity); or
- (B) any event which is beyond the control of the Issuer (including, without limitation, failure of the relevant Clearing System, the refusal by a Warrantholder to take Delivery of any of the Specified Deliverable Obligations, or the inability to purchase the Deliverable Obligations despite the Issuer's reasonable efforts); or
- (C) any event which is beyond the control of a Warrantholder due to its specific situation.

Largest Asset Package means, in respect of a Prior Deliverable Obligation or a Package Observable Bond, as the case may be, the package of assets for which the greatest amount of principal has been or will be exchanged or converted (including by way of amendment), as determined by the Calculation Agent by reference to Eligible Information. If this cannot be determined, the Largest Asset Package will be the package of assets with the highest immediately realisable value, determined by the Calculation Agent in its sole and absolute discretion by reference to such sources as it deems appropriate, including

(without limitation) any Hedge Positions and the methodology, if any, determined by the Credit Derivatives Determinations Committee.

Last Credit Event Occurrence Date means, the latest of:

- (A) the Scheduled Last Credit Event Occurrence Date;
- (B) *if the applicable Final Terms specify that "Repudiation/Moratorium" is stated as being "Applicable" to the relevant Reference Entity:*

the Repudiation/Moratorium Evaluation Date (if any), or, in the case of First-to-Default Warrants, Basket Warrants and Tranche Warrants, the last Repudiation/Moratorium Evaluation Date (if any); and

- (C) *if the applicable Final Terms specify that "Failure to Pay" and "Grace Period Extension" are "Applicable" to the relevant Reference Entity:*

the Grace Period Extension Date, or, in the case of First-to-Default Warrants, Basket Warrants and Tranche Warrants, the last Grace Period Extension Date, if the Potential Failure to Pay with respect to the relevant Failure to Pay has occurred on or prior to the Scheduled Last Credit Event Occurrence Date.

Latest Notification Date means, the 30th Business Day following the Exercise Cut-off Date provided that it will be no later than the 180th Business Day after the Credit Event Determination Date.

Latest Permissible Physical Settlement Date means, the day that is 60 Business Days after the date on which a Notice of Physical Settlement is delivered to the relevant Clearing System.

Limitation Date means, the first of 20 March, 20 June, 20 September or 20 December in any year to occur on or immediately following the date that is one of the following numbers of years after the Restructuring Date: two and a half years (the **2.5-year Limitation Date**), five years, seven and a half years, ten years (the **10-year Limitation Date**), twelve and a half years, fifteen years, or twenty years as applicable. Limitation Dates shall not be subject to adjustment in accordance with any Business Day Convention.

Listed means, an obligation that is quoted, listed or ordinarily purchased and sold on an exchange:

- (A) if the Obligation Characteristic Listed is specified as *"Applicable"* in the applicable Final Terms, such Final Terms shall be construed as though Listed had been specified as an Obligation Characteristic only with respect to Bonds; and
- (B) if the [Deliverable]**[Selected]* Obligation Characteristic Listed is specified as *"Applicable"* in the applicable Final Terms, such Final Terms shall be construed as though such [Deliverable]**[Selected]* Obligation Characteristic had been specified as a [Deliverable]**[Selected]* Obligation Characteristic only with respect to Bonds.

Loan means, any obligation of a type included in the Borrowed Money Obligation Category that is documented by a term loan agreement, revolving loan agreement or other similar credit agreement and shall not include any other type of Borrowed Money.

Long Warrants means, Credit Linked Warrants in respect of which "Long Warrants" is specified in the applicable Final Terms.

Loss Amount means:

- (A) *In respect of Basket Warrants and Tranche Warrants if the applicable Final Terms specify that the clause "N-to-M-to-Default" is stated as being "Not applicable".*

In relation to each Reference Entity in respect of which a Credit Event Determination Date has occurred, an amount equal to the product of (i) the Reference Entity Notional Amount and (ii) the difference between the Reference Price and the Final Value, subject to a minimum of zero.

- (B) *In respect of Tranche Warrants if the applicable Final Terms specify that the clause "N-to-M-to-Default" is stated as being "Applicable".*

In relation to each Reference Entity in respect of which a Credit Event Determination Date has occurred:

- (1) which has a Ranking strictly lower than N: an amount equal to the product of (i) the Reference Entity Notional Amount and (ii) the Reference Price.
- (2) which has a Ranking higher than or equal to N and lower than or equal to M: an amount equal to the product of (i) the Reference Entity Notional Amount and (ii) the difference between the Reference Price and the Final Value, subject to a minimum of zero.
- (3) which has a Ranking strictly higher than M: an amount equal to zero.

LPN Reference Obligation means, each Reference Obligation other than any Additional Obligation. For the avoidance of doubt, any change to the issuer of an LPN Reference Obligation in accordance with its terms shall not prevent such LPN Reference Obligation from constituting a Reference Obligation. Each LPN Reference Obligation is issued for the sole purpose of providing funds for the LPN Issuer to finance a loan to the Reference Entity. For the purposes of the Warrants each such loan shall be an Underlying Loan. For the avoidance of doubt with respect to any LPN Reference Obligation that specifies an Underlying Loan or an Underlying Finance Instrument, the Outstanding Principal Balance shall be determined by reference to the Underlying Loan or Underlying Finance Instrument (as applicable) relating to such LPN Reference Obligation. The definitions of "*Substitute Reference Obligation(s)*" and "*Substitution Event*" shall not be applicable to LPN Reference Obligations.

M means the number specified as such in the applicable Final Terms corresponding to the Ranking above which the Aggregate Loss Amount ceases to increase.

M(M)R Restructuring means, a Restructuring Credit Event in respect of which either "*Mod R*" or "*Mod Mod R*" is specified as applicable in the applicable Final Terms.

Maximum Maturity means, an obligation that has a remaining maturity of not greater than the period specified in the applicable Final Terms (or if no such period is specified, thirty years).

For purposes of the application of the [Deliverable]** [Selected]* Obligation Characteristic Maximum Maturity, remaining maturity shall be determined on the basis of the terms of the [Deliverable]**

[Selected]* Obligation in effect at the time of making such determination, and in the case of a [Deliverable]** [Selected]* Obligation that is due and payable, the remaining maturity shall be zero.

Modified Eligible Transferee means, any bank, financial institution or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities and other financial assets.

Mod R means, if specified as "*Applicable*" in the applicable Final Terms and if Restructuring is the only Credit Event specified in a Credit Event Notice delivered by or on behalf of the Issuer, then unless the [Deliverable]** [Selected]* Obligation is a Prior Deliverable Obligation and Asset Package Delivery applies due to a Governmental Intervention, that a [Deliverable]** [Selected]* Obligation may only be specified in the [Notice of Physical Settlement]** [Final Valuation Notice]* if it (i) is a Fully Transferable Obligation and (ii) has a final maturity date not later than the applicable Restructuring Maturity Limitation Date, in each case, as of the date(s) determined by the Calculation Agent by reference to any applicable Hedge Positions.

For the purposes of making a determination pursuant to the above, final maturity date shall be determined on the basis of the terms of the [Deliverable]** [Selected]* Obligation in effect at the time of making such determination and, in the case of a [Deliverable]** [Selected]* Obligation that is due and payable, the final maturity date shall be deemed to be the date on which such determination is made.

PROVIDED that if a No Auction Announcement Date has occurred pursuant to (b) of the definition thereof with respect to Credit Derivatives Transactions (as defined in the 2014 ISDA Credit Derivatives Definitions) relating to the relevant Reference Entity and having a Scheduled Termination Date (as defined in the 2014 ISDA Credit Derivatives Definitions) comparable to the Scheduled Expiration Date of the Warrants, the condition set out in (ii) above shall not be applicable.

PROVIDED FURTHER that, whether or not Transaction Auction Settlement Terms are published, the Calculation Agent may, in its sole discretion but by reference to Hedge Positions, deem the condition set out in (ii) above to be not applicable.

Mod Mod R means, if specified as "*Applicable*" in the applicable Final Terms and if Restructuring is the only Credit Event specified in a Credit Event Notice delivered by or on behalf of the Issuer, then unless the [Deliverable]** [Selected]* Obligation is a Prior Deliverable Obligation and Asset Package Delivery applies due to a Governmental Intervention, that a [Deliverable]** [Selected]* Obligation may only be specified in the [Notice of Physical Settlement]** [Final Valuation Notice]* if it (i) is a Conditionally Transferable Obligation and (ii) has a final maturity date not later than the applicable Modified Restructuring Maturity Limitation Date, in each case, as of the date(s) determined by the Calculation Agent by reference to Hedge Positions.

Notwithstanding the foregoing, for purposes of the paragraph above in this definition of Mod Mod R, in the case of a Restructured Bond or Loan with a final maturity date on or prior to the 10-year Limitation Date, the final maturity date of such Bond or Loan shall be deemed to be the earlier of such final maturity date or the final maturity date of such Bond or Loan immediately prior to the relevant Restructuring.

For the purposes of making a determination pursuant to the above, final maturity date shall, subject as set out above, be determined on the basis of the terms of the [Deliverable]** [Selected]* Obligation in effect at the time of making such determination and, in the case of a [Deliverable]** [Selected]*

Obligation that is due and payable, the final maturity date shall be deemed to be the date on which such determination is made.

PROVIDED that if a No Auction Announcement Date has occurred pursuant to (b) of the definition thereof with respect to Credit Derivatives Transactions (as defined in the 2014 ISDA Credit Derivatives Definitions) relating to the relevant Reference Entity and having a Scheduled Termination Date (as defined in the 2014 ISDA Credit Derivatives Definitions) comparable to the Scheduled Expiration Date of the Warrants, the condition set out in (ii) above shall not be applicable.

PROVIDED FURTHER that, whether or not Transaction Auction Settlement Terms are published, the Calculation Agent may, in its sole discretion but by reference to Hedge Positions, deem the condition set out in (ii) above to be not applicable.

Modified Restructuring Maturity Limitation Date means, with respect to a [Deliverable]** [Selected]* Obligation, the Limitation Date occurring on or immediately following the Scheduled Expiration Date.

Subject to the foregoing, if the Scheduled Expiration Date is later than the 10-year Limitation Date, the Modified Restructuring Maturity Limitation Date will be the Scheduled Expiration Date.

Multiple Holder Obligation means, an Obligation that (i) at the time of the event which constitutes a Restructuring Credit Event is held by more than three holders that are not Affiliates of each other and (ii) with respect to which a percentage of holders (determined pursuant to the terms of the Obligation as in effect on the date of such event) at least equal to sixty-six-and two-thirds is required to consent to the event which constitutes a Restructuring Credit Event provided that any Obligation that is a Bond shall be deemed to satisfy the requirement in this subparagraph (ii) of this definition of Multiple Holder Obligation; PROVIDED THAT in relation to a Reference Entity which has a Transaction Type being specified in the applicable Final Terms as "*Standard Emerging European Corporate LPN*" or "*Emerging European Corporate LPN*", Multiple Holder Obligation shall be deemed as "*Not applicable*" with respect to any Reference Obligation (and any Underlying Loan).

N means the number specified as such in the applicable Final Terms corresponding to the Ranking starting at which the Aggregate Loss Amount will be an amount greater than zero.

No Auction Announcement Date means, with respect to a Credit Event, the date on which the DC Secretary first publicly announces that (a) no Transaction Auction Settlement Terms, and if applicable, no Parallel Auction Settlement Terms will be published, (b) following the occurrence of an M(M)R Restructuring with respect to a Reference Entity, no Transaction Auction Settlement Terms will be published but Parallel Auction Settlement Terms will be published or (c) the relevant Credit Derivatives Determinations Committee had Resolved that no Auction will be held following a prior public announcement by the DC Secretary to the contrary, in circumstances where either (i) no Parallel Auction will be held or (ii) one or more Parallel Auctions will be held.

No Standard Reference Obligation means, if the Standard Reference Obligation is removed from the SRO List and not immediately replaced, such obligation shall cease to be a Reference Obligation (other than for the purpose of the "*Not Subordinated*" Obligation Characteristic or "*Not Subordinated*" [Selected]* [Deliverable]** Obligation Characteristic) and there shall be no Reference Obligation unless and until such obligation is subsequently replaced on the SRO List, in which case, the new Standard Reference Obligation in respect of the relevant Reference Entity shall constitute the Reference Obligation for it.

Nominal Amount means, in respect of Single Name Warrants or First-to-Default Warrants, the Notional Amount per Warrant, subject to reduction in accordance with the provisions of these Additional Terms and Conditions (the Nominal Amount so reduced, the **outstanding Nominal Amount**).

Non-Conforming Reference Obligation means, a Reference Obligation which is not a Conforming Reference Obligation.

Non-Conforming Substitute Reference Obligation means, an obligation which would be a [Selected]* [Deliverable]** Obligation determined in accordance with paragraph (B) of the definition of [Selected]* [Deliverable]** Obligation on the Substitution Date but for one or more of the same reasons which resulted in the Reference Obligation constituting a Non-Conforming Reference Obligation on the date it was issued or incurred and/or immediately prior to the Substitution Event Date (as applicable) [or, where Selected Obligation is specified as "*Not applicable*" in the applicable Final Terms, any relevant obligation determined by the Calculation Agent by reference to any Hedge Positions]*.

Non-Transferable Instrument means, any Asset which is not capable of being transferred to institutional investors, excluding due to market conditions.

Non-Financial Instrument means, any Asset which is not of the type typically traded in, or suitable for being traded in, financial markets.

Non-Standard Reference Obligation means, the Original Non-Standard Reference Obligation (if any) or, if a Substitute Reference Obligation has been determined, the Substitute Reference Obligation.

Not Bearer means, any obligation that is not a bearer instrument unless interests with respect to such bearer instrument are cleared via Clearstream, Luxembourg, Euroclear or any other internationally recognised clearing system. If the [Deliverable]**[Selected]* Obligation Characteristic Not Bearer is specified as "*Applicable*" in the applicable Final Terms, such Final Terms shall be construed as though such [Deliverable]**[Selected]* Obligation Characteristic had been specified as a [Deliverable]**[Selected]* Obligation Characteristic only with respect to Bonds.

Not Domestic Currency means, any obligation that is payable in any currency other than the applicable Domestic Currency, provided that a Standard Specified Currency shall not constitute a Domestic Currency.

Not Domestic Issuance means, any obligation other than an obligation that was, at the time the relevant obligation was issued (or reissued, as the case may be) or incurred, intended to be offered for sale primarily in the domestic market of the relevant Reference Entity. Any obligation that is registered or, as a result of some other action having been taken for such purpose, is qualified for sale outside the domestic market of the relevant Reference Entity (regardless of whether such obligation is also registered or qualified for sale within the domestic market of the relevant Reference Entity) shall be deemed not to be issued (or reissued, as the case may be) or intended to be offered for sale primarily in the domestic market of the Reference Entity.

If the Obligation Characteristic "*Not Domestic Issuance*" is specified as "*Applicable*" in the applicable Final Terms, such Final Terms shall be construed as though Not Domestic Issuance had been specified as an Obligation Characteristic only with respect to Bonds.

If the [Deliverable]**[Selected]* Obligation Characteristic "*Not Domestic Issuance*" is specified as "*Applicable*" in the applicable Final Terms, such Final Terms shall be construed as though such

[Deliverable]**[Selected]* Obligation Characteristic had been specified as a [Deliverable]**[Selected]* Obligation Characteristic only with respect to Bonds.

Not Domestic Law means, any obligation that is not governed by the applicable Domestic Law, provided that the laws of England and the laws of the State of New York shall not constitute a Domestic Law.

Not Sovereign Lender means, any obligation that is not primarily owed to (a) a Sovereign or (b) any entity or organisation established by treaty or other arrangement between two or more Sovereigns including, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development, which shall include, without limitation, obligations generally referred to as "Paris Club debt".

Not Subordinated means, in respect of a Reference Entity, an obligation of the Reference Entity that is not Subordinated to (a) the Reference Obligation or (b) the Prior Reference Obligation, if applicable; PROVIDED THAT in relation to a Reference Entity which has a Transaction Type being specified in the applicable Final Terms as "*Standard Emerging European Corporate LPN*" or "*Emerging European Corporate LPN*" this definition shall be construed as if no Reference Obligation was specified in respect of the Reference Entity.

Notice Delivery Period means, the period from and including the Issue Date to and including the Extension Date.

Notice of Pending Credit Event means, a notice delivered, on a date which is expected to be no later than 10 Business Days following the relevant DC Credit Event Meeting Announcement, by or on behalf of the Issuer that (a) informs the Warrantholders of the occurrence of a DC Credit Event Meeting Announcement and (b) states that payment of amounts due and payable, or deliverable, as the case may be, under the Warrants, in connection with amounts due in respect of the Warrants (including the obligation to deliver the Deliverable Assets) shall be suspended (the **Suspended Amounts**) pending the publication of a DC Resolution or as the case may be, a DC No Credit Event Announcement.

PROVIDED THAT:

- (A) if a DC Resolution confirming the existence of a Credit Event in relation to the relevant Reference Entity in the period from and including the First Credit Event Occurrence Date to and including the Last Credit Event Occurrence Date, is published within 100 Business Days following the DC Credit Event Meeting Announcement, the Issuer will deliver or arrange delivery of a Credit Event Notice within 10 Business Days of such publication;
- (B) if a DC No Credit Event Announcement in relation to the relevant Reference Entity is published within 100 Business Days following the DC Credit Event Meeting Announcement, the Suspended Amounts under the Warrants shall be paid or delivered, as the case may be, to the Warrantholders within 10 Payment Business Days (or in respect of Uncertificated Swedish Warrants, Uncertificated Norwegian Warrants or Uncertificated Finnish Warrants, 18 Payment Business Days) of such publication;
- (C) if a DC Resolution Resolving not to determine the existence of a Credit Event in relation to the relevant Reference Entity is published within 100 Business Days following the DC Credit Event

Meeting Announcement, either (i) the Suspended Amounts due under the Warrants shall be paid or delivered, as the case may be, to the Warrantheolders within 10 Payment Business Days (or in respect of Uncertificated Swedish Warrants, Uncertificated Norwegian Warrants or Uncertificated Finnish Warrants, 18 Payment Business Days) of such publication; or (ii) the Issuer may decide to deliver a Credit Event Notice together with a Notice of Publicly Available Information (if applicable) within 10 Business Days of such publication; and

- (D) if no DC Resolution or DC No Credit Event Announcement is published after 100 Business Days following the DC Credit Event Meeting Announcement, the Notice of Pending Credit Event shall be deemed cancelled and either (i) the Suspended Amounts due under the Warrants shall be paid or delivered, as the case may be, to the Warrantheolders within 10 Payment Business Days (or in respect of Uncertificated Swedish Warrants, Uncertificated Norwegian Warrants or Uncertificated Finnish Warrants, 18 Payment Business Days); or (ii) the Issuer may decide to deliver a Credit Event Notice together with a Notice of Publicly Available Information (if applicable) within 10 Business Days.

Notice of Physical Settlement means, a notice that is effective no later than the Latest Notification Date (included) from or on behalf of the Issuer to the Warrantheolders specifying the Specified Deliverable Obligations the Issuer reasonably expects to Deliver or procure the Delivery of to the Warrantheolders. The Issuer is not bound to Deliver the Specified Deliverable Obligations referred to in the Notice of Physical Settlement. However, it will: (i), to the extent possible, give the Warrantheolders notice of any subsequent change in the Specified Deliverable Obligations referred to in the Notice of Physical Settlement or of any errors or inconsistencies contained therein (the term Specified Deliverable Obligation is deemed to include such change); and (ii) where Asset Package Delivery is applicable and the detailed description of the Asset Package is not included in the Notice of Physical Settlement, give the Warrantheolders notice of such detailed description of the Asset Package (if any) that it intends to Deliver to the Warrantheolders in lieu of any Specified Deliverable Obligations referred to in the Notice of Physical Settlement.

Notice of Publicly Available Information means, in relation to a Credit Event Notice or a Repudiation/Moratorium Extension Notice, a notice delivered by or on behalf of the Issuer that cites Publicly Available Information confirming the occurrence of the Credit Event or Potential Repudiation/Moratorium, as applicable, described in the Credit Event Notice or Repudiation/Moratorium Extension Notice. The notice given must contain a copy, or a description in reasonable detail, of the relevant Publicly Available Information. Unless Notice of Publicly Available Information is specified as "*Not applicable*" in the applicable Final Terms, if a Credit Event Notice or Repudiation/Moratorium Extension Notice, as applicable, contains Publicly Available Information, such Credit Event Notice or Repudiation/Moratorium Extension Notice will also be deemed to be a Notice of Publicly Available Information.

Obligation means:

- (A) any obligation of a Reference Entity (either directly or as provider of a Relevant Guarantee), described by the Obligation Category specified in the applicable Final Terms and having each of the Obligation Characteristics, if any, specified in the applicable Final Terms, in each case, immediately prior to the Credit Event which is the subject of the Credit Event Notice or as otherwise determined by the Calculation Agent by reference to any Hedge Positions; and
- (B) the Reference Obligation(s) (if any),

in each case, unless it is an Excluded Obligation.

Obligation Acceleration means, one or more Obligations in an aggregate amount of not less than the Default Requirement have become due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default or other similar condition or event (however described), other than a failure to make any required payment, in respect of the Reference Entity under one or more Obligations.

Obligation Category means, any one of Payment, Borrowed Money, Reference Obligation Only, Bond, Loan, or Bond or Loan, as specified in the applicable Final Terms.

Obligation Characteristics means, any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed, and Not Domestic Issuance (each an "**Obligation Characteristic**") as specified in the applicable Final Terms.

If "*Financial Reference Entity Terms*" and "*Governmental Intervention*" are specified as applicable in the applicable Final Terms, if an obligation would otherwise satisfy a particular Obligation Characteristic, the existence of any terms in the relevant obligation in effect at the time of making the determination which permit the Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention, shall not cause such obligation to fail to satisfy such Obligation Characteristic.

Obligation Currency means, the currency or currencies in which an Obligation is denominated.

Obligation Default means, one or more Obligations in an aggregate amount of not less than the Default Requirement have become capable of being declared due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default or other similar condition or event (however described), other than a failure to make any required payment, in respect of a Reference Entity under one or more Obligations.

Original Non-Standard Reference Obligation means, the obligation of the Reference Entity (either directly or as provider of a guarantee and which may be, for the avoidance of doubt, the Standard Reference Obligation) which is specified as the Reference Obligation in the applicable Final Terms (if any is so specified) provided that if an obligation is not an obligation of the relevant Reference Entity, such obligation will not constitute a valid Original Non-Standard Reference Obligation for purposes of the Warrants (other than for the purposes of determining the Seniority Level and for the "Not Subordinated" Obligation Characteristics or "Not Subordinated" [Selected]* [Deliverable]** Obligation Characteristics) unless (a) Non-Reference Entity Original Non-Standard Reference Obligation is specified as applicable in the applicable Final Terms; or (b) the Warrants are Reference Obligation Only Warrants.

Outstanding Principal Balance means, the "*Outstanding Principal Balance*" of an obligation calculated as follows:

- (i) first, by determining, in respect of the obligation, the amount of the Reference Entity's principal payment obligations and, where applicable in accordance with the definition of Deliverable/Selected Obligation Accrued Interest, the Reference Entity's accrued but unpaid interest payment obligations which, in the case of a Guarantee will be the lower of (A) the Outstanding Principal Balance (including accrued but unpaid interest, where applicable) of the Underlying Obligation (determined as if references to the

Reference Entity were references to the Underlying Obligor) and (B) the amount of the Fixed Cap, if any;

- (ii) second, by subtracting all or any portion of such amount which, pursuant to the terms of the obligation (A) is subject to any Prohibited Action or (B) may otherwise be reduced as a result of the effluxion of time or the occurrence or non-occurrence of an event or circumstance (other than by way of (I) payment or (II) a Permitted Contingency) (the amount determined in (i) less any amounts subtracted in accordance with (ii), the "**Non-Contingent Amount**"); and
- (iii) third, by determining the Quantum of the Claim, which shall then constitute the Outstanding Principal Balance.

in each case, determined;

- (A) unless otherwise specified, in accordance with the terms of the obligation in effect on the date selected by the Calculation Agent by reference to any Hedge Positions; and
- (B) with respect to the Quantum of the Claim only, in accordance with any applicable laws (insofar as such laws reduce or discount the size of the claim to reflect the original issue price or accrued value of the obligation).

Where:

Quantum of the Claim means, the lowest amount of the claim which could be validly asserted against the Reference Entity in respect of the Non-Contingent Amount if the obligation had become redeemable, been accelerated, terminated or had otherwise become due and payable at the time of the relevant determination, provided that the Quantum of the Claim cannot exceed the Non-Contingent Amount.

P means, the number specified as such in the applicable Final Terms corresponding to the number of Reference Entities within the Reference Portfolio.

Package Observable Bond means, in respect of a Reference Entity which is a Sovereign, any obligation (a) which is identified as such and published by ISDA on its website at www.isda.org from time to time (or any successor website thereto) or by a third party designated by ISDA on its website from time to time and (b) which fell within the definition of [Selected]* [Deliverable]** Obligation set out in paragraph (A) or (B) of the definition of [Selected]* [Deliverable]** Obligation, in each case, immediately preceding the date on which the relevant Asset Package Credit Event was legally effective.

Parallel Auction means "*Auction*" as defined in the relevant Parallel Auction Settlement Terms.

Parallel Auction Settlement Terms means, following the occurrence of an M(M)R Restructuring with respect to a Reference Entity, any Credit Derivatives Auction Settlement Terms published by ISDA with respect to such M(M)R Restructuring, and for which the Deliverable Obligation Terms (as defined in the relevant Transaction Auction Settlement Terms) are the same as the Deliverable Obligation Provisions (as defined in the relevant Transaction Auction Settlement Terms) applicable to the relevant Reference Entity and for which such Reference Entity would not be an Auction Covered Transaction (as defined in the relevant Transaction Auction Settlement Terms).

Payment means, any obligation (whether present or future, contingent or otherwise) for the payment or repayment of money, including, without limitation, Borrowed Money.

Payment Requirement means, USD 1,000,000 or the amount specified in the applicable Final Terms (or in each case, its equivalent in the Obligation Currency as of the occurrence of the relevant Failure to Pay or Potential Failure to Pay, as applicable).

Permitted Contingency means, with respect to an obligation, any reduction to a Reference Entity's payment obligations:

- (a) as a result of the application of:
 - (i) any provisions allowing a transfer, pursuant to which another party may assume all of the payment obligations of the Reference Entity;
 - (ii) provisions implementing the Subordination of the obligation;
 - (iii) provisions allowing for a Permitted Transfer in the case of a Qualifying Guarantee (or provisions allowing for the release of the Reference Entity from its payment obligations in the case of any other Guarantee);
 - (iv) any Solvency Capital Provisions, if "*Subordinated European Insurance Terms*" is specified as applicable in the applicable Final Terms; or
 - (v) provisions which permit the Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention, if "*Financial Reference Entity Terms*" is specified as "*Applicable*" in the applicable Final Terms; or
- (b) which is within the control of the holders of the obligation or a third party acting on their behalf (such as an agent or trustee) in exercising their rights under or in respect of such obligation.

Permitted Transfer means, with respect to a Qualifying Guarantee, a transfer to and the assumption by any single transferee of such Qualifying Guarantee (including by way of cancellation and execution of a new guarantee) on the same or substantially the same terms, in circumstances where there is also a transfer of all (or substantially all) of the assets of the Reference Entity to the same single transferee.

Physical Settlement means, in respect of Credit Linked Warrants, that the Settlement Method specified in the applicable Final Terms is "Physical Settlement".

Physical Settlement Date means, the date on which the Issuer Delivers the Credit Linked Physical Delivery Amount to the Warranholders, or, if the Issuer does not Deliver on the same date all the portfolio of Deliverable Obligations comprised in the Credit Linked Physical Delivery Amount, the date on which the Issuer has completed the Delivery thereof for all the Warrants to all the Warranholders.

Physical Settlement Period means, the period from and including the date on which a Notice of Physical Settlement is delivered to the relevant Clearing System to and including the Latest Permissible Physical Settlement Date.

Potential Failure to Pay means, the failure by a Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations in accordance with the terms of such Obligations at the time of such failure, without regard

to any grace period or any conditions precedent to the commencement of any grace period applicable to such Obligations.

Potential Repudiation/Moratorium means, the occurrence of an event described in paragraph (i) of the definition of Repudiation/Moratorium.

Principal Credit Factor means 100 per cent. or the percentage specified in the applicable Final Terms.

Principal Loss Factor means 100 per cent. or the percentage specified in the applicable Final Terms.

Prior Deliverable Obligation means:

- (a) if a Governmental Intervention has occurred (whether or not such event is specified as the applicable Credit Event in the Credit Event Notice) any obligation of the Reference Entity which (i) existed immediately prior to such Governmental Intervention (ii) was the subject of such Governmental Intervention and (iii) fell within the definition of [Selected]* [Deliverable]** Obligation set out in paragraph (A) or (B) of the definition of [Selected]* [Deliverable]** Obligation, in each case, immediately preceding the date on which such Governmental Intervention was legally effective or
- (b) if a Restructuring which does not constitute a Governmental Intervention has occurred in respect of the Reference Obligation (whether or not such event is specified as the applicable Credit Event in the Credit Event Notice), such Reference Obligation, if any.

Prior Reference Obligation means, in respect of a Reference Entity and in circumstances where there is no Reference Obligation applicable thereto for the purposes of the Warrants, (a) the Reference Obligation most recently applicable thereto, if any, and otherwise (b) the obligation specified in the applicable Final Terms as the Reference Obligation, if any, if such Reference Obligation was redeemed on or prior to the Issue Date and otherwise, (c) any unsubordinated Borrowed Money Obligation of such Reference Entity.

Private-side Loan means, a Loan in respect of which the documentation governing its terms is not publicly available or capable of being made public without violating a law, agreement, understanding or other restriction regarding the confidentiality of such information.

Prohibited Action means, any counterclaim, defence (other than a counterclaim or defence based on the factors set forth in sub-sections (A) to (D) of the definition of Credit Event) or right of set-off by or of the relevant Reference Entity or any applicable Underlying Obligor.

Publicly Available Information means, information that reasonably confirms any of the facts relevant to the determination that the Credit Event or Potential Repudiation/Moratorium, as applicable, described in the Credit Event Notice or Repudiation/Moratorium Extension Notice, has occurred and which:

- (A) has been published in or on not less than the Specified Number of Public Sources, regardless of whether the reader or user thereof pays a fee to obtain such information; or
- (B) is information received from or published by:
 - (1) the relevant Reference Entity (or if the Reference Entity is a Sovereign, any agency, instrumentality, ministry, department or other authority thereof acting in a

governmental capacity (including, without limiting the foregoing, the central bank) of such Sovereign);

- (2) a trustee, fiscal agent, administrative agent, clearing agent, paying agent, facility agent or agent bank for an Obligation,
- (C) is information contained in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body; or
- (D) is information contained in a public announcement by ISDA.

Provided that where any information of the type described in paragraph (B) or (C) of this definition is not publicly available, it can only constitute Publicly Available Information if it can be made public without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information.

In relation to any information of the type described in paragraphs (B) and (C) above, the party receiving such information may assume that such information has been disclosed to it without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information and that the party delivering such information has not taken any action or entered into any agreement or understanding with the Reference Entity or any Affiliate of the Reference Entity that would be breached by, or would prevent, the disclosure of such information to the party receiving such information.

Without limitation, Publicly Available Information need not state (i) in relation to a Downstream Affiliate, the percentage of Voting Shares owned by the Reference Entity and (ii) that the relevant occurrence (a) has met the Payment Requirement or Default Requirement, (b) is the result of exceeding any applicable Grace Period, or (c) has met the subjective criteria specified in certain Credit Events.

In relation to a Repudiation/Moratorium Credit Event, Publicly Available Information must relate to the events described in both (i) and (ii) of the definition thereof.

Public Source means, each source of Publicly Available Information specified in the applicable Final Terms (or if no such source is specified, each of Bloomberg, Reuters, Dow Jones Newswires, The Wall Street Journal, The New York Times, Nihon Keizai Shimbun, Asahi Shimbun, Yomiuri Shimbun, Financial Times, La Tribune, Les Echos, The Australian Financial Review and Debtwire (and successor publications), as well as the main source(s) of business news in the country in which the Reference Entity is organised and any other internationally recognised published or electronically displayed news sources).

Qualifying Guarantee means, a guarantee evidenced by a written instrument (which may include a statute or regulation), pursuant to which a Reference Entity irrevocably agrees, undertakes, or is otherwise obliged to pay all amounts of principal and interest (except for amounts which are not covered due to the existence of a Fixed Cap) due under an Underlying Obligation for which the Underlying Obligor is the obligor, by guarantee of payment and not by guarantee of collection (or, in either case, any legal arrangement which is equivalent thereto in form under the relevant governing law). A Qualifying Guarantee shall not include any guarantee:

- (i) which is structured as a surety bond, financial guarantee insurance policy or, letter of credit (or legal arrangement which is equivalent thereto in form; or

- (ii) pursuant to the terms applicable thereto, the principal payment obligations of the Reference Entity can be discharged, released, reduced, assigned or otherwise altered as a result of the occurrence or non-occurrence of an event or circumstance, in each case other than:
 - (a) by payment;
 - (b) by way of Permitted Transfer;
 - (c) by operation of law;
 - (d) due to the existence of a Fixed Cap; or
 - (e) due to:
 - (A) provisions permitting or anticipating a Governmental Intervention, if "*Financial Reference Entity Terms*" is specified as "*Applicable*" in the applicable Final Terms; or
 - (B) any Solvency Capital Provisions, if "*Subordinated European Insurance Terms*" is specified as "*Applicable*" in the applicable Final Terms.

If the guarantee or Underlying Obligation contains provisions relating to the discharge, release, reduction, assignment or other alteration of the principal payment obligations of a Reference Entity and such provisions have ceased to apply or are suspended at the time of the relevant determination, in accordance with the terms of such guarantee or Underlying Obligation, due to or following the occurrence of (I) a non-payment in respect of the guarantee or the Underlying Obligation, or (II) an event of the type described in the definition of Bankruptcy in respect of such Reference Entity or the Underlying Obligor, then it shall be deemed for these purposes that such cessation or suspension is permanent, notwithstanding the terms of the guarantee or Underlying Obligation.

In order for a guarantee to constitute a Qualifying Guarantee:

- (i) the benefit of such guarantee must be capable of being Delivered together with the Delivery of the Underlying Obligation; and
- (ii) if a guarantee contains a Fixed Cap, all claims to any amounts which are subject to such Fixed Cap must be capable of being Delivered together with the Delivery of such guarantee.

If an Obligation or [Deliverable]** [Selected]* Obligation is a Relevant Guarantee, the following will apply:

- (A) For purposes of the application of the Obligation Category or [Deliverable]** [Selected]* Obligation Category, the Relevant Guarantee shall be deemed to satisfy the same category or categories as those that describe the Underlying Obligation.
- (B) For purposes of the application of the Obligation Characteristics or [Deliverable]** [Selected]* Obligation Characteristics, both the Relevant Guarantee and the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Obligation Characteristics or [Deliverable]** [Selected]* Obligation Characteristics, if any, specified in the applicable Final Terms from the following list: Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, and Not Domestic Law.

- (C) For purposes of the application of the Obligation Characteristics or [Deliverable]** [Selected]* Obligation Characteristics, only the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Obligation Characteristics or [Deliverable]** [Selected]* Obligation Characteristics, if any, specified in the applicable Final Terms from the following list: Listed, Not Domestic Issuance, Assignable Loan, Consent Required Loan, Transferable, Maximum Maturity, Accelerated or Matured and Not Bearer.
- (D) For the purposes of the application of the Obligation Characteristics or [Deliverable]** [Selected]* Obligation Characteristics to an Underlying Obligation, references to the Reference Entity shall be deemed to refer to the Underlying Obligor.

Qualifying Affiliate Guarantee means, a Qualifying Guarantee provided by a Reference Entity in respect of an Underlying Obligation of a Downstream Affiliate of that Reference Entity.

Quotation Amount means:

- (A) *If the applicable Final Terms specify that the clause "Settlement Method" is stated as being "Physical Settlement":*

an amount equal to the Outstanding Principal Balance, or Due and Payable Amount, as applicable, of the Undeliverable Obligation. For which purpose, the Calculation Agent shall determine based on the then current market practice in the market of the Undeliverable Obligation if quotations obtained in respect thereof shall include or exclude accrued but unpaid interest.

- (B) *If the applicable Final Terms specify that the clause "Settlement Method" is stated as being "Cash Settlement":*

- (i) in respect of Single Name Warrants and First-to-Default Warrants, an amount selected by the Calculation Agent, subject to a cap equal to the aggregate of the Notional Amount (or the Partial Cancellation Amount or the Multiple Successor Notional Amount, as applicable) (such aggregate amount, the **Aggregate Exercise Amount**) for all outstanding Warrants, if there is only one Selected Obligation; otherwise (if there is a portfolio of Selected Obligations), the Quotation Amount shall be selected by the Calculation Agent in respect of each Selected Obligation such that the sum of all such Quotation Amounts be subject to a cap equal to the Aggregate Exercise Amount.
- (ii) in respect of Basket Warrants and Tranche Warrants, an amount selected by the Calculation Agent, subject to a cap equal to the Reference Entity Notional Amount (or the Partial Restructuring Notional Amount, as applicable) (such amount, the **Aggregate Exercise Amount**), if there is only one Selected Obligation; otherwise (if there is a portfolio of Selected Obligations), the Quotation Amount shall be an amount selected by the Calculation Agent in respect of each Selected Obligation such that the sum of all such Quotation Amounts be subject to a cap equal to the Aggregate Exercise Amount;

Provided that in respect of paragraph (B) above the Quotation Amount (or the sum of the Quotation Amounts as the case may be) shall be no less than EUR 1 million (or its equivalent in the relevant currency).

Quotation Dealers means, at least five leading dealers in obligations of the type of the Undeliverable Obligation(s) or as the case may be Selected Obligation(s), which may include Société Générale, as selected by the Calculation Agent in its sole discretion acting in a commercially reasonable manner.

Quotation Dealers Method means, that, in respect of a Reference Entity in respect of which a Credit Event Determination Date has occurred, the Final Value will be determined by the Calculation Agent in accordance with the provisions of the definition of Final Price.

Quotation Dealers Method shall apply if "Quotation Dealers Method" is specified in the applicable Final Terms or a Fallback Settlement Event occurs or no Transaction Auction Settlement Terms is published on or before 140 Business Days following the Credit Event Determination Date.

Ranking means, for Tranche Warrants where N-to-M-to-Default is specified as "*Applicable*" in the applicable Final Terms, in relation to each Reference Entity in respect of which a Credit Event Determination Date has occurred, the ranking in time of occurrence of such Credit Event Determination Date amongst all Credit Event Determination Dates, provided that if several Credit Event Determination Dates are identical in respect of several Reference Entities comprised within the Reference Portfolio, the date on which the relevant Credit Event Notices have been sent shall be used to determine the Ranking of those Reference Entities and if the Credit Event Notices have been sent on the same date, the time on which the relevant Credit Event Notices have been sent shall be used to determine the Ranking of those Reference Entities.

For the avoidance of doubt, the first Reference Entity in respect of which a Credit Event Determination Date occurs will have a Ranking of 1.

Reference Entity means, any entity specified as such in the applicable Final Terms or any Successor thereto, which may be any firm, company, corporation, any unincorporated association, establishment or other entity, or any equivalent entity, a government, state or local authority or agency of a state or of a local authority, or any state-owned or state-controlled entity, any partnership, limited or otherwise, any special purpose vehicle (incorporated or otherwise), any category or type of fund (including, without limitation, open-end funds, closed-end funds, hedge funds, mutual funds, managed funds or any other collective investment scheme, vehicle or organisation), any securitisation company and any broadly equivalent entity of any of the aforementioned entities.

Reference Entity Notional Amount means, unless specified otherwise in the applicable Final Terms, for each Reference Entity, the amount equal to the product of the Reference Entity Weighting and the Reference Portfolio Notional Amount.

Reference Entity Weighting means, the proportion specified as such in the applicable Final Terms, which will be adjusted in accordance with the provisions of (i) the definition of Successor upon the occurrence of a Succession Date or (ii) Condition 1.3.2(b) of these Additional Terms and Conditions, if applicable.

Reference Obligation(s) means, in respect of a Reference Entity, the Standard Reference Obligation, if any, unless:

- (a) "Standard Reference Obligation" is specified as "Not applicable" in the applicable Final Terms, in which case the Reference Obligation(s) will be the Non-Standard Reference Obligation(s), if any; or
- (b) "Standard Reference Obligation" is specified as "Applicable" in the applicable Final Terms (or there is no election specified in the applicable Final Terms), there is no Standard Reference Obligation and a Non-Standard Reference Obligation is specified in the applicable Final Terms, in which case the Reference Obligation will be the Non-Standard Reference Obligation to but excluding the first date of publication of the Standard Reference Obligation and the Standard Reference Obligation from such date onwards, provided that the Standard Reference Obligation that is published would have been eligible to be selected as a Substitute Reference Obligation.

provided that, in respect of a Reference Entity which has a Transaction Type being specified in the applicable Final Terms as being "Standard Emerging European Corporate LPN" or "Emerging European Corporate LPN", Reference Obligation(s) means, as of the Issue Date, each of the obligations listed as a Reference Obligation of the Reference Entity in the applicable Final Terms or set forth on the relevant LPN Reference Obligations List (each, a "Markit Published LPN Reference Obligation"), as published by Markit Group Limited, or any successor thereto, which list is currently available at <http://www.markit.com> (or any successor website thereto) or as stipulated in the applicable Final Terms, any Additional LPN, determined in accordance with the Additional LPN definition, and each Additional Obligation. For the avoidance of doubt, in respect of a Reference Entity which has a Transaction Type being specified in the applicable Final Terms as "Standard Emerging European Corporate LPN" or "Emerging European Corporate LPN", (i) notwithstanding anything to the contrary in these Additional Terms and Conditions for Credit Linked Warrants – Part B (2014 Definitions) (in particular, notwithstanding that the obligation is not an obligation of the Reference Entity), each Reference Obligation will be an Obligation and a Deliverable Obligation or a Selected Obligation, (as applicable); (ii) "Standard Reference Obligation" shall be deemed not specified as "Applicable"; and (iii) the proviso in the definition of "Original Non-Standard Reference Obligation" shall not apply.

Reference Obligation Only means, any obligation that is a Reference Obligation and no Obligation Characteristics shall be applicable to Reference Obligation Only.

Reference Obligation Only Warrants means, that (a) "Reference Obligation Only" is specified as the Obligation Category and [Selected]* [Deliverable]** Obligation Category, if applicable, in the applicable Final Terms and (b) Standard Reference Obligation is not specified as "Applicable" in the applicable Final Terms.

Reference Portfolio means, in respect of First-to-Default Warrants, Basket Warrants and Tranche Warrants, a portfolio comprising all the Reference Entities.

Reference Portfolio Notional Amount means, unless specified otherwise in the applicable Final Terms, (i) in respect of Tranche Warrants, an amount equal to the Aggregate Warrant Notional Amount divided by the difference between the Detachment Point and the Attachment Point; and (ii) in respect of Basket Warrants which are not Tranche Warrants, an amount equal to the Aggregate Warrant Notional Amount.

Reference Price means, the percentage specified in the applicable Final Terms (or, if not specified, 100%).

Relevant Guarantee means, a Qualifying Affiliate Guarantee or, if All Guarantees is specified as applicable in the applicable Final Terms, a Qualifying Guarantee.

Relevant Holder means, a holder of the Prior Deliverable Obligation or Package Observable Bond, as the case may be, with an Outstanding Principal Balance or Due and Payable Amount, as applicable, immediately prior to the relevant Asset Package Credit Event, equal to the Outstanding Principal Balance or Due and Payable Amount, as applicable, determined in respect of such Prior Deliverable Obligation or Package Observable Bond by the Calculation Agent.

Relevant Obligations means, in respect of a Reference Entity, the Obligations of such Reference Entity which fall within the Obligation Category "Bond or Loan" and which are outstanding immediately prior to the Succession Date (or, if there is a Steps Plan, immediately prior to the legally effective date of the first succession), provided that:

- (i) any Bonds or Loans outstanding between the Reference Entity and any of its Affiliates, or held by the Reference Entity, shall be excluded;
- (ii) if there is a Steps Plan, the Calculation Agent shall, for purposes of the determination required to be made under paragraph (A) of the definition of Successor make the appropriate adjustments required to take account of any Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan" that are issued, incurred, redeemed, repurchased or cancelled from and including the legally effective date of the first succession to and including the Succession Date;
- (iii) if "*Financial Reference Entity Terms*" is specified as "*Applicable*" in the applicable Final Terms and "*Senior Transaction*" applies, the Relevant Obligations shall only include the Senior Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan"; and
- (iv) if "*Financial Reference Entity Terms*" is specified as "*Applicable*" in the applicable Final Terms, and "*Subordinated Transaction*" applies, Relevant Obligations shall exclude Senior Obligations and any Further Subordinated Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan", provided that if no such Relevant Obligations exist, "Relevant Obligations" shall have the same meaning as it would if Senior Transaction applies.

Relevant Proportion means, the proportion which one Warrant bears to the total number of Warrants outstanding.

Repudiation/Moratorium means, the occurrence of both of the following events: (i) an authorised officer of a Reference Entity or a Governmental Authority (a) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more Obligations in an aggregate amount of not less than the Default Requirement or (b) declares or imposes a moratorium, standstill, roll over or deferral, whether *de facto* or *de jure*, with respect to one or more Obligations in an aggregate amount of not less than the Default Requirement and (ii) a Failure to Pay, determined without regard to the Payment Requirement, or a Restructuring, determined without regard to the Default Requirement, with respect to any such Obligation occurs on or prior to the Repudiation/Moratorium Evaluation Date.

Repudiation/Moratorium Evaluation Date means, if a Potential Repudiation/Moratorium occurs on or prior to the Scheduled Last Credit Event Occurrence Date (i) if the Obligations to which such Potential

Repudiation/Moratorium relates include Bonds, the date that is the later of (A) the date that is 60 days after the date of such Potential Repudiation/Moratorium and (B) the first payment date under any such Bond after the date of such Potential Repudiation/Moratorium (or, if later, the expiration date of any applicable Grace Period in respect of such payment date) and (ii) if the Obligations to which such Potential Repudiation/Moratorium relates do not include Bonds, the date that is 60 days after the date of such Potential Repudiation/Moratorium; provided that, in either case, the Repudiation/Moratorium Evaluation Date shall occur no later than the Scheduled Expiration Date unless the Repudiation/Moratorium Extension Condition is satisfied.

Repudiation/Moratorium Extension Condition means, a condition that is satisfied:

- (A) if the DC Secretary publicly announces, pursuant to a valid request that was delivered and effectively received on or prior to the Scheduled Expiration Date, that the relevant Credit Derivatives Determinations Committee has Resolved that an event that constitutes a Potential Repudiation/Moratorium has occurred with respect to an Obligation of the relevant Reference Entity and that such event occurred on or prior to the Scheduled Last Credit Event Occurrence Date; or
- (B) otherwise, by the delivery of a Repudiation/Moratorium Extension Notice and, unless Notice of Publicly Available Information is specified as "*Not applicable*" in the applicable Final Terms, a Notice of Publicly Available Information by or on behalf of the Issuer to the Warrantholders that is effective on or prior to the Scheduled Expiration Date.

In all cases, the Repudiation/Moratorium Extension Condition will be deemed not to have been satisfied, or capable of being satisfied, if, or to the extent that, the DC Secretary publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved that either (i) an event does not constitute a Potential Repudiation/Moratorium with respect to an Obligation of the relevant Reference Entity or (ii) an event that constitutes a Potential Repudiation/Moratorium has occurred with respect to an Obligation of the relevant Reference Entity but that such event occurred after the Scheduled Last Credit Event Occurrence Date.

Repudiation/Moratorium Extension Notice means an irrevocable notice delivered by or on behalf of the Issuer to the Warrantholders that describes a Potential Repudiation/Moratorium that occurred on or prior to the Scheduled Last Credit Event Occurrence Date. A Repudiation/Moratorium Extension Notice must contain a description in reasonable detail of the facts relevant to the determination that a Potential Repudiation/Moratorium has occurred and indicate the date of the occurrence. The Potential Repudiation/Moratorium that is the subject of the Repudiation/Moratorium Extension Notice need not be continuing on the date the Repudiation/Moratorium Extension Notice is effective. Unless Notice of Publicly Available Information is specified as "*Not applicable*" in the applicable Final Terms, if a Repudiation/Moratorium Extension Notice contains Publicly Available Information, such Repudiation/Moratorium Extension Notice will also be deemed to be a Notice of Publicly Available Information.

Resolve has the meaning given to it in the DC Rules, and "*Resolved*" and "*Resolves*" shall be construed accordingly.

Restructured Bond or Loan means, an Obligation which is a Bond or Loan and in respect of which the relevant Restructuring has occurred.

Restructuring means, that:

- (A) with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs in a form that binds all holders of such Obligation, is agreed between a Reference Entity or a Governmental Authority and a sufficient number of holders of such Obligation to bind all holders of the Obligation or is announced (or otherwise decreed) by a Reference Entity or a Governmental Authority in a form that binds all holders of such Obligation (including, in each case, in respect of Bonds only, by way of an exchange) , and such event is not expressly provided for under the terms of such Obligation in effect as of the later of the First Credit Event Occurrence Date (or such other date determined by the Calculation Agent by reference to any Hedge Position) and the date as of which such Obligation is issued or incurred:
 - (1) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);
 - (2) a reduction in the amount of principal or premium payable at redemption dates (including by way of redenomination);
 - (3) a postponement or other deferral of a date or dates for either (a) the payment or accrual of interest or (b) the payment of principal or premium;
 - (4) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation; or
 - (5) any change in the currency any payment of interest, principal or premium to any currency other than the lawful currency of Canada, Japan, Switzerland, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).
- (B) Notwithstanding the provisions of paragraph (A) above, none of the following will constitute a Restructuring:
 - (1) the payment in euros of interest, principal or premium in relation to an Obligation denominated in a currency of a Member State of the European Union that adopts or has adopted the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union;
 - (2) the redenomination from euros into another currency, if (A) the redenomination occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority and (B) a freely available market rate of conversion between euros and such other currency existed at the time of such redenomination and there is no reduction in the rate or amount of interest, principal or premium payable, as determined by reference to such freely available market rate of conversion;
 - (3) the occurrence of, agreement to or announcement of any of the events described in paragraphs (A)(1) to (A)(5) above, due to an administrative adjustment, accounting

adjustment or tax adjustment or other technical adjustment occurring in the ordinary course of business; and

- (4) the occurrence of, agreement to or announcement of any of the events described in paragraphs (A)(1) to (A)(5) above in circumstances where such event does not directly or indirectly result from a deterioration in the creditworthiness or financial condition of the Reference Entity, provided that in respect of paragraph (A)(5) above only, no such deterioration in the creditworthiness or financial condition of the Reference Entity is required where the redenomination is from euros into another currency and occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority.
- (C) For the purposes of paragraphs (A) and (B) above and, unless Multiple Holder Obligation is specified as "*Not applicable*" in the applicable Final Terms, paragraph (D) below and the definition of Multiple Holder Obligation, the term Obligation shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Guarantee. In the case of a Guarantee and an Underlying Obligation, references to the Reference Entity in paragraph (A) above shall be deemed to refer to the Underlying Obligor and the reference to the Reference Entity in paragraph (B) above shall continue to refer to the Reference Entity.
- (D) If an exchange has occurred, the determination as to whether one of the events described under paragraphs (A)(1) to (A)(5) above has occurred will be based on a comparison of the terms of the Bond immediately prior to such exchange and the terms of the resulting obligations immediately following such exchange.
- (E) Unless Multiple Holder Obligation is specified as "*Not applicable*" in the applicable Final Terms, then, notwithstanding anything to the contrary in paragraphs (A), (B) and (C) above, the occurrence of, agreement to or announcement of any of the events described in paragraphs (A)(1) to (A)(5) above shall not be a Restructuring unless the Obligation in respect of any such events is a Multiple Holder Obligation.

Restructuring Date means, the date on which a Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

Restructuring Maturity Limitation Date means, with respect to a [Deliverable]** [Selected]* Obligation, the Limitation Date occurring on or immediately following the Scheduled Expiration Date. Notwithstanding the foregoing, if the final maturity date of the Restructured Bond or Loan with the latest final maturity date of any Restructured Bond or Loan, occurs prior to the 2.5-year Limitation Date (such Restructured Bond or Loan a **Latest Maturity Restructured Bond or Loan**) and the Scheduled Expiration Date occurs prior to the final maturity date of such Latest Maturity Restructured Bond or Loan, then the Restructuring Maturity Limitation Date will be the final maturity date of such Latest Maturity Restructured Bond or Loan.

Scheduled Expiration Date means, the date specified as such in the applicable Final Terms.

Scheduled Last Credit Event Occurrence Date means, the date specified as such in the applicable Final Terms.

Selected Obligation(s) means, for the purpose of determining the Final Price, as specified in the Final Valuation Notice, any of:

- (A) the Reference Obligation(s) (if any);
- (B) any obligation of a Reference Entity (either directly or as provider of a Relevant Guarantee), described by the Selected Obligation Category specified in the applicable Final Terms and having each of the Selected Obligation Characteristics, if any, specified in the applicable Final Terms (as of the date on which the Calculation Agent determines that such obligations are Selected Obligations);
- (C) solely in relation to a Restructuring Credit Event applicable to a Reference Entity which is a Sovereign, and unless Asset Package Delivery is applicable, any Sovereign Restructured Selected Obligation; and
- (D) if Asset Package Delivery is applicable, any Prior Deliverable Obligation (if "Financial Reference Entity Terms" is specified as "Applicable" in respect of the Reference Entity in the applicable Final Terms) or any Package Observable Bond (if the Reference Entity is a Sovereign), PROVIDED THAT such Prior Deliverable Obligation or Package Observable Bond, as applicable, may be replaced by the related Asset Package, and (i) such Asset Package shall be treated as having the same currency, Outstanding Principal Balance or Due and Payable Amount, as applicable, as the Prior Deliverable Obligation or Package Observable Bond to which it corresponds had immediately prior to the Asset Package Credit Event, and (ii) if the Asset Package is zero, the Final Price of such Asset Package shall be deemed to be zero,

in each case, (i) unless it is an Excluded Selected Obligation; and (ii) provided that the obligation has an Outstanding Principal Balance or Due and Payable Amount which is greater than zero (determined for the purposes of paragraph (D) above of this definition, immediately prior to the Asset Package Credit Event).

For purposes of assessing the applicability of Selected Obligation Characteristics and the requirements specified in the definition of Mod R and Mod Mod R to a Prior Deliverable Obligation or a Package Observable Bond, any such assessment shall be made by reference to the terms of the relevant Obligation in effect immediately prior to the Asset Package Credit Event.

If "*Subordinated European Insurance Terms*" is specified as "*Applicable*" in the applicable Final Terms, if a Selected Obligation would otherwise satisfy the Maximum Maturity Selected Obligation Characteristic, the existence of any Solvency Capital Provisions in the relevant Selected Obligation shall not cause such Selected Obligation to fail to satisfy such Selected Obligation Characteristic.

Where a Selected Obligation is denominated in a currency other than the Settlement Currency of the Warrants, the Calculation Agent will, where required, determine the Settlement Currency equivalent of the Outstanding Principal Balance or Due and Payable Amount, as the case may be, in respect of that Selected Obligation by reference to the mid-point rate of conversion published by WM/Reuters at 4:00pm (London time), or any successor rate source selected by the Calculation Agent on the Credit Valuation Date, or on such other date as determined by the Calculation Agent as appropriate by reference to any Hedge Positions and, if such rate is not available at such time, the Calculation Agent shall determine the rate at such time and by reference to such sources as it deems appropriate.

Selected Obligation Category means, any one of Payment, Borrowed Money, Reference Obligation Only, Bond, Loan, or Bond or Loan, as specified in the applicable Final Terms. In case of Reference Obligation Only, no Selected Obligation Characteristics shall be applicable.

Selected Obligation Characteristics means, any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed, Assignable Loan, Consent Required Loan, Transferable, Not Bearer, Maximum Maturity, Not Domestic Issuance and Accelerated or Matured (each a "**Selected Obligation Characteristic**") as specified in the applicable Final Terms. If more than one of Assignable Loan and Consent Required Loan are specified as Selected Obligation Characteristics in the applicable Final Terms, the Selected Obligation may include any Loan that satisfies any one of such Selected Obligation Characteristics specified and need not satisfy all such Selected Obligation Characteristics.

If "*Financial Reference Entity Terms*" and "*Governmental Intervention*" are specified as applicable in the applicable Final Terms, if an obligation would otherwise satisfy a particular Selected Obligation Characteristic, the existence of any terms in the relevant obligation in effect at the time of making the determination which permit the Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention, shall not cause such obligation to fail to satisfy such Selected Obligation Characteristic.

Senior Obligation means, any obligation which is not Subordinated to any unsubordinated Borrowed Money obligation of the Reference Entity.

Senior Transaction means, in respect of a Reference Entity, that (a) the Reference Obligation or Prior Reference Obligation, as applicable, is a Senior Obligation, or (b) there is no Reference Obligation or Prior Reference Obligation.

Seniority Level means, with respect to an obligation of a Reference Entity (a) "*Senior Level*" or "*Subordinated Level*" as specified in the applicable Final Terms, or (b) if no such seniority level is specified in the applicable Final Terms, "*Senior Level*" if the Original Non-Standard Reference Obligation is a Senior Obligation or "*Subordinated Level*" if the Original Non-Standard Reference Obligation is a Subordinated Obligation, failing which (c) "*Senior Level*".

Settlement Date means, for the purposes of these Additional Terms and Conditions only, the date determined by the Calculation Agent which is no later than six Payment Business Days following the Expiration Date or such other date as is specified in the applicable Final Terms.

Settlement Method means, either Physical Settlement (see Condition 1.1 of these Additional Terms and Conditions) or Cash Settlement (see Condition 1.2 of these Additional Terms and Conditions) as specified in the applicable Final Terms.

Settlement Type means, American Settlement or European Settlement as specified in the applicable Final Terms.

Short Warrants means, Credit Linked Warrants in respect of which "Short Warrants" is specified in the applicable Final Terms.

Single Name Warrant means, a Credit Linked Warrant indexed on one Reference Entity for which the applicable Final Terms specify that the clause "Type of Credit Linked Warrants" is stated as being "Single Name Warrants".

Solvency Capital Provisions means, any terms in an obligation which permit the Reference Entity's payment obligations thereunder to be deferred, suspended, cancelled, converted, reduced or otherwise varied and which are necessary in order for the obligation to constitute capital resources of a particular tier.

Sovereign means, any state, political subdivision or government, or any agency, instrumentality, ministry, department or other authority acting in a governmental capacity (including, without limiting the foregoing, the central bank) thereof.

Sovereign Restructured Deliverable Obligation means, an Obligation of a Reference Entity which is a Sovereign (either directly or as provider of a Relevant Guarantee) (a) in respect of which a Restructuring that is the subject of the relevant Credit Event Notice has occurred and (b) which fell within the definition of a Deliverable Obligation immediately preceding the date on which such Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

Sovereign Restructured Selected Obligation means, an Obligation of a Reference Entity which is a Sovereign (either directly or as a provider of a Relevant Guarantee) (a) in respect of which a Restructuring that is the subject of the relevant Credit Event Notice has occurred and (b) which fell within the definition of a Selected Obligation immediately preceding the date on which such Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

Sovereign Succession Event means, with respect to a Reference Entity that is a Sovereign, an annexation, unification, secession, partition, dissolution, consolidation, reconstitution or other similar event.

Specified Currency means, for the purpose of these Additional Terms and Conditions for Credit Linked Warrants – Part B (2014 definitions), an obligation that is payable in the currency or any of the currencies specified as such in the applicable Final Terms (or, if Specified Currency is specified in the applicable Final Terms and no currency is so specified, Standard Specified Currency), provided that if the euro is a Specified Currency, "Specified Currency" shall also include an obligation that was previously payable in the euro, regardless of any redenomination thereafter if such redenomination occurred as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority.

Specified Deliverable Obligation(s) means, Deliverable Obligations of the Reference Entity or First-to-Default Reference Entity as specified in the Notice of Physical Settlement (subject to the definition of such term) which, for the avoidance of doubt, may where Asset Package Delivery is applicable, include any Prior Deliverable Obligation, Package Observable Bond or Asset Package.

Specified Number means, the number of Public Sources specified in the applicable Final Terms (or if a number is not specified, two).

SRO List means, the list of Standard Reference Obligations as published by ISDA on its website at www.isda.org from time to time (or any successor website thereto) or by a third party designated by ISDA on its website from time to time.

Standard Reference Obligation means, the obligation of the Reference Entity with the relevant Seniority Level which is specified from time to time on the SRO List.

Standard Specified Currency means, each of the lawful currencies of Canada, Japan, Switzerland, France, Germany, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).

Standard Unwind Costs means, in respect of each Warrant, an amount, subject to a minimum of zero, determined by the Calculation Agent equal to the sum of (without duplication) all costs, expenses (including break funding charges and loss of funding, which, for the avoidance of doubt, represents the loss of future interest amounts to be received under the funding arrangement(s) entered into in relation to the Warrants), tax and duties incurred directly or indirectly by Société Générale or any of its Affiliates in relation to the occurrence of a Credit Event Determination Date and the related partial or total termination, settlement or re-establishment of any Hedge Position, such amount to be apportioned *pro rata* amongst the outstanding Warrants.

Steps Plan means, a plan evidenced by Eligible Information contemplating that there will be a series of successions to some or all of the Relevant Obligations of the Reference Entity, by one or more entities.

Subordinated Obligation means, any obligation which is Subordinated to any unsubordinated Borrowed Money Obligation of the Reference Entity or which would be so Subordinated if any unsubordinated Borrowed Money obligation of the Reference Entity existed.

Subordinated Transaction means, in respect of a Reference Entity, that the Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation.

Subordination means, with respect to an obligation (the **Second Obligation**) and another obligation of the Reference Entity to which such obligation is being compared (the **First Obligation**), a contractual, trust or similar arrangement providing that (i) upon the liquidation, dissolution, reorganisation or winding-up of the Reference Entity, claims of the holders of the First Obligation are required to be satisfied prior to the claims of the holders of the Second Obligation or (ii) the holders of the Second Obligation will not be entitled to receive or retain payments in respect of their claims against the Reference Entity at any time that the Reference Entity is in payment arrears or is otherwise in default under the First Obligation.

Subordinated will be construed accordingly. For the purposes of determining whether Subordination exists or whether an obligation is Subordinated with respect to another obligation to which it is being compared, (x) the existence of preferred creditors arising by operation of law or of collateral, credit support or other credit enhancement or security arrangements shall not be taken into account, except that, notwithstanding the foregoing, priorities arising by operation of law shall be taken into account where the Reference Entity is a Sovereign and (y) in the case of the Reference Obligation or the Prior Reference Obligation, as applicable, the ranking in priority of payment shall be determined as of the date as of which it was issued or incurred (or in circumstances where the Reference Obligation or a Prior Reference Obligation is the Standard Reference Obligation and "*Standard Reference Obligation*" is applicable, then the priority of payment of the Reference Obligation or the Prior Reference Obligation, as applicable, shall be determined as of the date of selection) and, in each case, shall not reflect any change to such ranking in priority of payment after such date.

Substitute Reference Obligation(s) means, with respect to a Non-Standard Reference Obligation to which a Substitution Event has occurred, the obligation that will replace the Non-Standard Reference Obligation, determined by the Calculation Agent as follows:

- (a) The Calculation Agent shall identify the Substitute Reference Obligation in accordance with paragraph (c), (d) and (e) below to replace the Non-Standard Reference Obligation; provided that the Calculation Agent will not identify an obligation as the Substitute Reference Obligation if, at the time of determination, such obligation has already been rejected as the Substitute Reference Obligation by the relevant Credit Derivatives Determinations Committee and such obligation has not changed materially since the date of the relevant DC Resolution.
- (b) if any of the events set forth under paragraph (i) or (iii) of the definition of Substitution Event have occurred with respect to the Non-Standard Reference Obligation, the Non-Standard Reference Obligation will cease to be the Reference Obligation (other than for purposes of the "Not Subordinated" Obligation Characteristic or "Not Subordinated" [Selected]* [Deliverable]** Obligation Characteristic and paragraph (c)(ii) below). If the event set forth in paragraph (ii) of the definition of Substitution Event has occurred with respect to the Non-Standard Reference Obligation and no Substitute Reference Obligation is available, the Non-Standard Reference Obligation will continue to be the Reference Obligation until the Substitute Reference Obligation is identified, or, if earlier, until any of the events set forth under paragraphs (i) or (iii) of the definition of Substitution Event occur with respect to such Non-Standard Reference Obligation.
- (c) The Substitute Reference Obligation shall be an obligation that on the Substitution Date:
 - (i) is a Borrowed Money obligation of the Reference Entity (either directly or as provider of a guarantee);
 - (ii) satisfies the Not Subordinated [Selected]* [Deliverable]** Obligation Characteristic as of the date it was issued or incurred (without reflecting any change to the priority of payment after such date) and on the Substitution Date; and
 - (iii) (A) if the Non-Standard Reference Obligation was a Conforming Reference Obligation when issued or incurred and immediately prior to the Substitution Event Date:
 - (I) is a [Selected]* [Deliverable]** Obligation (other than a Loan) determined in accordance with paragraph (B) of the definition of [Selected]* [Deliverable]** Obligation [or, where Selected Obligation is specified as "*Not applicable*" in the applicable Final Terms, any relevant obligation determined by the Calculation Agent by reference to any Hedge Positions]*; or if no such obligation is available,
 - (II) is a Loan (other than a Private-side Loan) which constitutes a [Selected]* [Deliverable]** Obligation determined in accordance with paragraph (B) of the definition of [Selected]* [Deliverable]** Obligation [or, where Selected Obligation is specified as "*Not applicable*" in the applicable Final Terms, any relevant obligation determined by the Calculation Agent by reference to any Hedge Positions]*;
 - (B) if the Non-Standard Reference Obligation was a Bond (or any other Borrowed Money obligation other than a Loan) which was a Non-Conforming Reference Obligation when issued or incurred and/or immediately prior to the Substitution Event Date:
 - (I) is a Non-Conforming Substitute Reference Obligation (other than a Loan); or if no such obligation is available,

- (II) is a [Selected]* [Deliverable]** Obligation (other than a Loan) determined in accordance with paragraph (B) of the definition of [Selected]* [Deliverable]** Obligation [or, where Selected Obligation is specified as "*Not applicable*" in the applicable Final Terms, any relevant obligation determined by the Calculation Agent by reference to any Hedge Positions]*; or if no such obligation is available,
 - (III) is a Non-Conforming Substitute Reference Obligation which is a Loan (other than a Private-side Loan) or, if no such obligation is available,
 - (IV) is a Loan (other than a Private-side Loan) which constitutes a [Selected]* [Deliverable]** Obligation determined in accordance with paragraph (B) of the definition of [Selected]* [Deliverable]** Obligation [or, where Selected Obligation is specified as "*Not applicable*" in the applicable Final Terms, any relevant obligation determined by the Calculation Agent by reference to any Hedge Positions]*; or
- (C) if the Non-Standard Reference Obligation was a Loan which was a Non-Conforming Reference Obligation when incurred and/or immediately prior to the Substitution Event Date:
 - (I) is a Non-Conforming Substitute Reference Obligation which is a Loan (other than a Private-side Loan); or if no such obligation is available,
 - (II) is a Non-Conforming Substitute Reference Obligation (other than a Loan) or if no such obligation is available,
 - (III) is a [Selected]* [Deliverable]** Obligation (other than a Loan) determined in accordance with paragraph (B) of the definition of [Selected]* [Deliverable]** Obligation [or, where Selected Obligation is specified as "*Not applicable*" in the applicable Final Terms, any relevant obligation determined by the Calculation Agent by reference to any Hedge Positions]*; or if no such obligation is available,
 - (IV) is a Loan (other than a Private-side Loan) which constitutes a [Selected]* [Deliverable]** Obligation determined in accordance with paragraph (B) of the definition of [Selected]* [Deliverable]** Obligation [or, where Selected Obligation is specified as "*Not applicable*" in the applicable Final Terms, any relevant obligation determined by the Calculation Agent by reference to any Hedge Positions]*.
- (d) If more than one potential Substitute Reference Obligation is identified pursuant to the process described in in paragraph (c) above, the Substitute Reference Obligation will be the potential Substitute Reference Obligation that most closely preserves the economic equivalent of the delivery and payment obligations of the Issuer under the Warrants, as determined by the Calculation Agent. The Substitute Reference Obligation will replace the Non-Standard Reference Obligation on such date as determined by the Calculation Agent by reference to any Hedge Positions, which is expected to be as soon as reasonably practicable after it has been identified in accordance with paragraph (c) above. Information about the occurrence of a Substitute Reference Obligation with a description in reasonable detail of the facts relevant to the determination of the Substitute Reference Obligation, including the identity thereof and the date of substitution, may be requested at any time by the

Warrantholders at the specified office of the Calculation Agent (subject to proof of ownership of such Warrants in a form acceptable to the Calculation Agent).

- (e) If a Substitution Event has occurred with respect to the Non-Standard Reference Obligation and the Calculation Agent determines that no Substitute Reference Obligation is available for the Non-Standard Reference Obligation, then, subject to paragraph (a) above and notwithstanding the fact that the Non-Standard Reference Obligation may have ceased to be the Reference Obligation in accordance with paragraph (b) above, the Calculation Agent shall continue to attempt to identify the Substitute Reference Obligation.

Substitution Date means, with respect to a Substitute Reference Obligation, the date, selected by the Calculation Agent by reference to any Hedge Positions, that the Calculation Agent has determined in accordance with the definition of a Substitute Reference Obligation.

Substitution Event means, with respect to the Non-Standard Reference Obligation:

- (i) the Non-Standard Reference Obligation is redeemed in whole;
- (ii) the aggregate amounts due under the Non-Standard Reference Obligation have been reduced by redemption or otherwise below USD 10,000,000 (or its equivalent in the relevant Obligation Currency, as determined by the Calculation Agent); or
- (iii) for any reason, other than due to the existence or occurrence of a Credit Event, the Non-Standard Reference Obligation is no longer an obligation of the Reference Entity (either directly or as provider of a guarantee).

For purposes of identification of a Non-Standard Reference Obligation, any change in the Non-Standard Reference Obligation's CUSIP or ISIN number or other similar identifier will not, in and of itself, constitute a Substitution Event.

If an event described in paragraph (i) or (ii) above has occurred on or prior to the Issue Date, then a Substitution Event shall be deemed to have occurred pursuant to paragraph (i) or (ii), as the case may be, on the Issue Date.

If a Substitution Event occurs in respect of the Reference Obligation in Reference Obligation Only Warrants and unless "*Substitution Event Early Termination*" is specified as "*Not applicable*" in the applicable Final Terms the Calculation Agent shall consider such event as an event triggering the early termination of the Warrants and the Issuer shall terminate its obligations under the Warrants and shall pay or deliver or cause to be paid or delivered the Early Termination Settlement Amount on the basis of the Market Value as defined in Condition 5.9 of the General Terms and Conditions or, in the case of Physical Delivery Warrants, subject to payment of the Exercise Price divided, if applicable by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions. Notice shall be given by or on behalf of the Issuer to the Warrantholders informing them of the Substitution Event and the date scheduled for early termination.

Substitution Event Date means, with respect to a Reference Obligation, the date of the occurrence of the relevant Substitution Event.

Succession Date means, the legally effective date of an event in which one or more entities succeed to some or all of the Relevant Obligations of the Reference Entity; provided that if at such time, there is a Steps Plan, the Succession Date will be the legally effective date of the final succession in respect of such Steps Plan, or if earlier (i) the date on which a determination pursuant to paragraph (A) of the

definition of Successor would not be affected by any further related successions in respect of such Steps Plan, or (ii) the occurrence of a Credit Event Determination Date in respect of the Reference Entity or any entity which would constitute a Successor.

Successor means, in respect of a Reference Entity, the entity or entities, if any, determined as follows:

- (A) subject to paragraph (C) below of this definition, the entity or entities, if any determined as follows:
- (1) subject to paragraph (A)(7) below, if one entity succeeds, either directly or as a provider of a Relevant Guarantee to seventy-five per cent. or more of the Relevant Obligations of the Reference Entity, that entity will be the sole Successor and, in the case of Basket Warrants and Tranche Warrants, the Reference Entity Weighting of such sole Successor will be the Reference Entity Weighting of the Reference Entity before the succession.
 - (2) If only one entity succeeds, either directly or as a provider of a Relevant Guarantee, to more than twenty-five per cent. (but less than seventy five per cent.) of the Relevant Obligations of the Reference Entity and not more than twenty-five per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entity that succeeds to more than twenty-five per cent. of the Relevant Obligations will be the sole Successor and, in the case of Basket Warrants and Tranche Warrants, the Reference Entity Weighting of such sole Successor will be the Reference Entity Weighting of the Reference Entity before the succession.
 - (3) If more than one entity each succeeds, either directly or as a provider of a Relevant Guarantee to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity and not more than twenty-five per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entities that succeed to more than twenty-five per cent. of the Relevant Obligations will each be a Successor and the terms of the Warrants will be amended in accordance with the provisions set out in the definition of Multiple Successor in Condition 1.4 of these Additional Terms and Conditions. In the case of Basket Warrants and Tranche Warrants, the Reference Entity Weighting of each Successor will be the Reference Entity Weighting of the Reference Entity before the Succession Event, divided by the number of Successors.
 - (4) If one or more entities each succeeds, either directly or as a provider of a Relevant Guarantee, to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity, and more than twenty-five per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, each such entity and the Reference Entity will each be a Successor and the terms of the Warrants will be amended in accordance with the provisions set out in the definition of Multiple Successor in Condition 1.4 of these Additional Terms and Conditions. In the case of Basket Warrants and Tranche Warrants, the Reference Entity Weighting of each Successor will be the Reference Entity Weighting of the Reference Entity before the succession, divided by the number of Successors.
 - (5) If one or more entities succeed, either directly or as a provider of a Relevant Guarantee, to a portion of the Relevant Obligations of the Reference Entity but no

entity succeeds to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity continues to exist, there will be no Successor and the terms of the Warrants will not be changed in any way as a result of the such succession.

- (6) If one or more entities succeed, either directly or as a provider of a Relevant Guarantee, to a portion of the Relevant Obligations of the Reference Entity, but no entity succeeds to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity ceases to exist, the entity which succeeds to the greatest percentage of Relevant Obligations will be the Successor (provided that if two or more entities succeed to an equal percentage of Relevant Obligations, each such entity will be a Successor and, in the case of Basket Warrants and Tranche Warrants, the Reference Entity Weighting of such Successor(s) will be the Reference Entity Weighting of the Reference Entity before the succession, divided by the number of Successor(s).
- (7) in respect of a Reference Entity which is not a Sovereign, if one entity assumes all of the obligations (including at least one Relevant Obligation) of the Reference Entity, and either (A) the Reference Entity has ceased to exist or (B) the Reference Entity is in the process of being dissolved (howsoever described) and the Reference Entity has not issued or incurred any Borrowed Money obligation at any time since the legally effective date of the assumption, that entity (the "Universal Successor") will be the sole Successor and, in the case of Basket Warrants and Tranche Warrants, the Reference Entity Weighting of such sole Successor will be the Reference Entity Weighting of the Reference Entity before the succession or as otherwise determined by the Calculation Agent by reference to Hedge Positions.

PROVIDED THAT, in the case of Basket Warrants and Tranche Warrants, if the resulting Successor of a Reference Entity affected by a Succession Event, or as the case may be, one or more of the several resulting Successors of such Reference Entity is(are) another Reference Entity comprised in the Reference Portfolio at the legally effective date of the Succession Event, the Reference Entity Weighting of the Successor will be the sum of the Reference Entity Weighting of such Successor after the Succession Event as determined in accordance with paragraphs (A)(1), (A)(2), (A)(3), (A)(4), (A)(6), or (A)(7) above and the Reference Entity Weighting of such Successor in effect prior to the Succession Event.

PROVIDED FURTHER THAT, in the case of Basket Warrants and Tranche Warrants, if two or more Reference Entities are affected by a Succession Event resulting in at least one common Successor, the Reference Entity Weighting of the Successor will be the sum of the Reference Entity Weighting of such Successor after the Succession Event as determined in accordance with paragraphs (A)(1), (A)(2), (A)(3), (A)(4), (A)(6), or (A)(7) above with respect to each Reference Entity in respect of which it is a Successor.

PROVIDED FURTHER THAT (for paragraph A above), *if the applicable Final Terms specify that the clause "N-to-M-to-Default" is stated as being "Applicable" or in respect of First-to-Default Warrants*, the Calculation Agent will adjust the effect of any Succession Event as necessary so that in all cases the number of Reference Entities in the Reference Portfolio will remain unchanged and *if the applicable Final Terms specify that the clause "N-to-M-to-Default"*

is stated as being "Applicable", so that the Reference Entity Weighting will remain the same for all Reference Entities comprised in the Reference Portfolio, in particular:

- (1) if the resulting Successor of a Reference Entity (the **Legacy Reference Entity**) affected by a succession is another Reference Entity comprised in the Reference Portfolio (the **Surviving Reference Entity**) at the legally effective date of the succession, the Calculation Agent acting in good faith and in its sole discretion shall select a new entity having an equivalent Rating (as defined below) or an equivalent credit risk (if no Rating is available) to the Legacy Reference Entity immediately prior to the occurrence of the succession; such new entity shall be deemed to have replaced the Legacy Reference Entity as Reference Entity effective on and from the date of the succession and *if the applicable Final Terms specify that the clause "N-to-M-to-Default" is stated as being "Applicable"*, the Reference Entity Weighting of the Surviving Reference Entity shall remain the Reference Entity Weighting of the Surviving Reference Entity in effect prior to the succession and the Reference Entity Weighting of the entity having replaced the Legacy Reference Entity shall be equal to the Reference Entity Weighting of the Legacy Reference Entity prior to the succession; and
- (2) if a succession would result in more than one Successor (the **Potential Successors**) to a Reference Entity either directly or as provider of a Relevant Guarantee, the Calculation Agent shall select in its sole discretion only one entity (the **Chosen Successor**) among the Potential Successors to replace the Reference Entity; the Chosen Successor shall be deemed to have replaced the Reference Entity and *if the applicable Final Terms specify that the clause "N-to-M-to-Default" is stated as being "Applicable"*, its Reference Entity Weighting shall be equal to the Reference Entity Weighting of the Reference Entity prior to the Succession.

For the purposes of this definition **Rating** means, the senior unsecured debt rating assigned by the three rating agencies Moody's Investor Service, Inc., Standard & Poor's Ratings Services, a division of Standard & Poor's Credit Market Service Europe Limited and Fitch Ratings or any of them, being understood that if the ratings assigned in respect of an entity are not equivalent, only the highest one(s) will be taken into consideration.

- (B) The Calculation Agent will be responsible for determining with effect from the Succession Date any Successor or Successors under paragraph (A) above; provided that the Calculation Agent will not make such determination if, at the time of determination, the DC Secretary has publicly announced that the relevant Credit Derivatives Determinations Committee has Resolved that there is no Successor based on the relevant succession to Relevant Obligations. Information about the occurrence of a succession (or, in relation to a Reference Entity that is a Sovereign, a Sovereign Succession Event) pursuant to which one or more Successors to a Reference Entity can be determined, with reasonable detail of the facts relevant to the determination, pursuant to paragraph (A) of the definition of Successor, of the identity of any Successor(s), may be requested at any time by the Warrantholders at the specified office of the Calculation Agent (subject to proof of ownership of such Warrants in a form acceptable to the Calculation Agent), and will be notified as part of a notice of Potential Failure to Pay or a Repudiation/Moratorium Extension Notice or a Credit Event Notice (as the case may be) in respect of the relevant Reference Entity.

The Calculation Agent will make all calculations and determinations required to be made under this definition on the basis of Eligible Information.

In calculating the percentages used to determine whether an entity qualifies as a Successor under paragraph (A)(1) to (7) (inclusive) above, if there is a Steps Plan, the Calculation Agent shall consider all related successions contemplated by such Steps Plan in aggregate as if forming part of a single succession.

- (C) An entity may only be a Successor if:
- (i) either (A) the related Succession Date occurs on or after the Successor Backstop Date or (B) such entity is a Universal Successor in respect of which the Succession Date occurred on or after 1 January 2014
 - (ii) the Reference Entity had at least one Relevant Obligation outstanding immediately prior to the Succession Date and such entity succeeds to all or part of at least one Relevant Obligation of the Reference Entity; and
 - (iii) where the Reference Entity is a Sovereign, such entity succeeded to the Relevant Obligations by way of a Sovereign Succession Event.
- (D) For the purposes of this definition, "succeed" means, with respect to a Reference Entity and its Relevant Obligations, that an entity other than the Reference Entity (i) assumes or becomes liable for such Relevant Obligations whether by operation of law or pursuant to any agreement (including, with respect to a Reference Entity that is a Sovereign, any protocol, treaty, convention, accord, concord, entente, pact or other agreement) or (ii) issues Bonds or incurs Loans (the Exchange Bonds or Loans) that are exchanged for Relevant Obligations, and in either case the Reference Entity is not thereafter a direct obligor or a provider of a Relevant Guarantee with respect to such Relevant Obligations or such Exchange Bonds or Loans, as applicable. For the purposes of this definition, succeeded and succession shall be construed accordingly.
- (E) In the case of an exchange offer, the determination required pursuant to paragraph (A) above shall be made on the basis of the Outstanding Principal Balance of Relevant Obligations exchanged and not on the basis of the Outstanding Principal Balance of the Exchange Bonds or Loans.
- (F) If two or more entities (each, a **Joint Potential Successor**) jointly succeed to one or more Relevant Obligations (collectively, the **Joint Relevant Obligations**) either directly or as a provider of a Relevant Guarantee, then (i) if the Joint Relevant Obligation was a direct obligation of the relevant Reference Entity, it shall be treated as having been succeeded to by the Joint Potential Successor (or Joint Potential Successors, in equal parts) which succeeded to such Joint Relevant Obligation as direct obligor or obligors, or (ii) if the Joint Relevant Obligation was a Relevant Guarantee, it shall be treated as having been succeeded to by the Joint Potential Successor (or Joint Potential Successors, in equal parts) which succeeded to such Joint Relevant Obligation as guarantor or guarantors, if any, or otherwise by each Joint Potential Successor in equal parts.

Successor Backstop Date means, for purposes of any Successor determination determined by DC Resolution the date that is ninety calendar days prior to the Successor Resolution Request Date

otherwise, the date that is ninety calendar days prior to the earlier of (i) the date on which the Calculation Agent determines that the succession is effective which date may be determined, without limitation, by reference to any Hedge Positions and (ii) in circumstances where (A) a Successor Resolution Request Date has occurred, (B) the relevant Credit Derivatives Determinations Committee has Resolved not to make a Successor determination and (C) the Calculation Agent determines that the date on which the succession is effective (determined, without limitation, by reference to any Hedge Positions) is not more than fourteen calendar days after the day on which the DC Secretary publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to make a Successor determination, the Successor Resolution Request Date. The Successor Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention.

Successor Resolution Request Date means, with respect to a notice to the DC Secretary, requesting that a Credit Derivatives Determinations Committee be convened to Resolve one or more Successors to a Reference Entity, the date, as publicly announced by the DC Secretary, that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which such notice is effective.

Tranche Warrant means, a Basket Warrant for which the applicable Final Terms specify that the clause "Type of Credit Linked Warrants" is stated as being "Tranche Warrants".

Tranche Notional Amount means, in respect of Tranche Warrants, the Aggregate Warrant Notional Amount of the Warrants or such other amount specified as such in the applicable Final Terms.

Tranche Subordination Amount means, unless specified otherwise in the applicable Final Terms, with respect to Tranche Warrants, the Reference Portfolio Notional Amount multiplied by the Attachment Point.

Transaction Auction Settlement Terms means, in respect of a Reference Entity and the related Credit Event, the Credit Derivatives Auction Settlement Terms published by ISDA, in accordance with the DC Rules or any other recognised association or organisation selected by the Calculation Agent (including for the avoidance of doubt any auction settlement), which provides for the valuation of obligations of a Reference Entity in respect of which a Credit Event has occurred and which shall be used to determine the amounts payable between the parties to a credit derivatives transaction referencing such Reference Entity for which Auction Covered Transactions (as defined in the DC Rules) would be credit derivatives transactions with a scheduled termination date comparable to or later than the Scheduled Expiration Date of the Warrants.

Transaction Type means, in respect of a Reference Entity, the transaction type specified in the applicable Final Terms, as identified in the Credit Derivatives Physical Settlement Matrix published by the International Swaps and Derivatives Association, Inc (as amended from time to time) or as otherwise used in credit derivatives transactions generally.

Transferable means, an obligation that is transferable to institutional investors without any contractual, statutory or regulatory restriction, provided that none of the following will be considered contractual, statutory or regulatory restrictions:

- (A) contractual, statutory or regulatory restrictions that provide for eligibility for resale pursuant to Rule 144A or Regulation S promulgated under the United States Securities Act of 1933, as amended (and any contractual, statutory or regulatory restrictions promulgated under the laws of any jurisdiction having a similar effect in relation to the eligibility for resale of an obligation);

- (B) restrictions on permitted investments such as statutory or regulatory investment restrictions on insurance companies and pension funds; or
- (C) restrictions in respect of blocked periods on or around payment dates or voting periods.

If the [Deliverable]**[Selected]* Obligation Characteristic Transferable is specified as "*Applicable*" in the applicable Final Terms, such Final Terms shall be construed as though such [Deliverable]**[Selected]* Obligation Characteristic had been specified as a [Deliverable]**[Selected]* Obligation Characteristic only with respect to [Deliverable]**[Selected]* Obligations that are not Loans (and shall only be relevant to the extent that obligations other than Loans are covered by the specified [Deliverable]**[Selected]* Obligation Category).

Undeliverable Obligation(s) means, that part of the Specified Deliverable Obligations for which Delivery is Illegal or Impossible.

Underlying Obligation means, with respect to a guarantee, the obligation which is the subject of the guarantee.

Underlying Obligor means, with respect to an Underlying Obligation, the issuer in the case of a Bond, the borrower in the case of a Loan, or the principal obligor in the case of any other Underlying Obligation.

Unsettled Credit Event means, with respect to a Reference Entity and a Warrant, that:

- (A) a Credit Event Determination Date has occurred prior to the Scheduled Expiration Date and the Exercise Date, as applicable, but the corresponding Final Valuation Notice Receipt Date has not occurred immediately prior to the Scheduled Expiration Date or relevant Exercise Date; or
- (B) a Notice of Pending Credit Event is delivered less than 100 Business Days prior to the Scheduled Expiration Date and the Exercise Date, as applicable (i) a DC No Credit Event Announcement has not been published prior to the Scheduled Expiration Date or Exercise Date, as applicable and (ii) if a Credit Event Notice has subsequently been delivered in relation to the relevant Credit Event, the corresponding Final Valuation Notice Receipt Date has not occurred immediately prior to the Scheduled Expiration Date or Exercise Date, as applicable; or
- (C) a Potential Repudiation/Moratorium has occurred and is continuing at the earlier of the Scheduled Expiration Date and the Exercise Date, as applicable or
- (D) a Potential Failure to Pay has occurred and is continuing at the earlier of the Scheduled Expiration Date and the Exercise Date, as applicable.

Unwind Costs means, in respect of each Warrant (i) Standard Unwind Costs if specified as such in the applicable Final Terms or (ii) the amount specified in the applicable Final Terms or (iii) zero if specified as being "*Not applicable*" in the applicable Final Terms.

Valuation Hedging Cost means, in relation to a Selected Obligation, the direct and duly documented cost, if any, borne by the Issuer, the Issuer's hedging counterparty, the Calculation Agent or an agent on their behalf in relation to the determination of the Final Price.

Voting Shares means, the shares or other interests that have the power to elect the board of directors or similar governing body of an entity.

Weighted Average Quotation means, if there are no Full Quotations available, the weighted average of respectively firm bid quotations (with respect to Long Warrants) or firm offer quotations (with respect to Short Warrants), in both cases obtained from the Quotation Dealers, to the extent reasonably practicable, each for an amount as large a size as available, that in aggregate are approximately equal to or greater than the Quotation Amount.

PART C (ADDITIONAL PROVISIONS FOR MIXED REFERENCE PORTFOLIO)

The provisions of this "Part C (Additional Provisions for Mixed Reference Portfolio)" shall be applicable for First-to-Default Warrants, Basket Warrants and Tranche Warrants where the applicable Final Terms specify that (i) "Part C (Additional Provisions for Mixed Reference Portfolio)" is applicable and/or (ii) the Reference Portfolio includes one or more Reference Entities where "Part A (2009 Definitions)" is applicable and one or more Reference Entities where "Part B (2014 definitions)" is applicable.

1. GENERAL PROVISIONS

Subject to section 3 (*Construction*) below, the following sections of Condition 1 – Credit Event Provisions of Part A (2009 definitions) shall be deemed to be replaced in their entirety by the corresponding provisions of Part B (2014 definitions) (Condition 1 – Credit Event Provisions):

- 1.1 Section 1.1 (*Physical Settlement*)
- 1.2 Section 1.2 (*Cash Settlement*)
- 1.3 Section 1.5 (*Notification of Potential Failure to Pay*)
- 1.4 Section 1.6 (*Further Issues and Purchases*)
- 1.5 Section 1.7 (*Hedging Disruption, Increased Cost of Hedging, Change in Law, Merger of a Reference Entity and Société Générale or any Affiliates, Consequences and Monetisation until the Expiration Date*).

2. INCORPORATION OF BOTH SECTIONS

Subject to the further sections set out in this Part C (*Additional Provisions for Mixed Reference Portfolios*), the provisions of "Part A (2009 definitions)" will apply to the Reference Entities where "Part A (2009 definitions)" is applicable and the provisions of "Part B (2014 definitions)" will apply to the Reference Entities where "Part B (2014 definitions)" is applicable.

3. CONSTRUCTION

- 3.1 Where a provision in Part A (2009 definitions) is replicated in Part B (2014 definitions), the Calculation Agent will interpret such provisions so as to ensure no conflict, overlap or double-counting.

In particular, and without limitation:

- (a) the reference to "Loss Amount" within the definition of "Aggregate Loss Amount" shall be deemed to be the Loss Amount determined for each Reference Entity in accordance with the applicable section as specified in the applicable Final Terms (*Part A (2009 definitions)* or *Part B (2014 definitions)*) for such Reference Entity;
- (b) the reference to "Final Value" within the definition of "Credit Event Payment Amount" shall be deemed to be the Final Value determined for each Reference Entity in accordance with the applicable section as specified in the applicable Final Terms (*Part A (2009 definitions)* or *Part B (2014 definitions)*) for such Reference Entity; and
- (c) furthermore, the reference to "Last Credit Event Occurrence Date" shall be construed as the later of (a) the "Last Credit Event Occurrence Date" determined in accordance with *Part A*

(2009 definitions) and (b) the "Last Credit Event Occurrence Date" determined in accordance with *Part B (2014 definitions)*.

PART D (ADDITIONAL PROVISIONS RELATED TO CDS SPREAD)

The provisions of this "Part D (Additional Provisions related to CDS Spread)" shall be applicable for Single Name Warrants where the applicable Final Terms specify that "Part D (Additional Provisions related to CDS Spread) is applicable.

1. GENERAL PROVISIONS

Adjustment Spread means the adjustment spread specified as such in the applicable Final Terms, if applicable.

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

CDS Dealer means any dealer (other than Société Générale) determined by the Calculation Agent in its sole and absolute discretion as being a dealer in respect of providing quotations in respect of credit default swap transactions.

CDS Spread means the Reference Entity Spread.

Dealer Poll Method means that, on any Valuation Date where it is applicable, the Reference Entity Spread will be determined by the Calculation Agent as follows:

- (A) the Calculation Agent will attempt to obtain quotations in accordance with the Quotation Method from five CDS Dealers, whereby:
 - (i) If three or more such quotations are obtained prior to the Quotation Deadline Time on such day, the Reference Entity Spread will be the arithmetic mean of such quotations without regard to the quotation having the highest value (or, if there is more than one such highest quotation, one only of such quotations) and the quotation having the lowest value (or, if there is more than one such lowest quotation, one only of such quotations); or
 - (ii) If two such quotations are obtained prior to the Quotation Deadline Time, the Reference Entity Spread will be the arithmetic mean of such quotations; or
 - (iii) If one such quotation is obtained prior to the Quotation Deadline Time, the Reference Entity Spread will be such quotation; or
- (B) If it is not possible to obtain any quotations prior to the Quotation Deadline Time, the Reference Entity Spread will be a rate determined by the Calculation Agent in its sole and absolute discretion acting in good faith, having regard to the conditions prevailing in the market, such as, but not limited to, the liquidity and trading conditions relating to the Reference CDS at the time of calculation.

External Provider means (i) the external provider (or any successor) for the Reference Entity Spread specified in the applicable Final Terms or (ii) only if Dealer Poll Method is specified as applicable on the Issue Date in the applicable Final Terms, the external provider (or any successor) for the Reference

Entity Spread specified in the notice to Warrantholders in accordance with the definition "Switch Option" below (if applicable).

External Provider Method means that, on any Valuation Date where it is applicable, the Reference Entity Spread will be determined by the Calculation Agent as follows:

- (A) the sum of (i) the mid-market spread quotation published by the External Provider around the External Provider Time on such day (the External Provider Spread) and (ii) the Adjustment Spread; and
- (B) if the Reference Entity Spread cannot be obtained pursuant to (A) above or if there are less than 3 contributors to the External Provider on such day, the Calculation Agent will determine the Reference Entity Spread in accordance with the Dealer Poll Method.

External Provider Time means 15:00 London time, unless otherwise specified in the applicable Final Terms.

Quotation Deadline Time means 17:00 London time, unless otherwise specified in the applicable Final Terms.

Quotation Method means the quotation method specified in the applicable Final Terms, which may be (i) Bid if the Reference Entity Spread is a bid rate, (ii) Offer if the Reference Entity Spread is an offer rate, or (iii) Mid-market if the Reference Entity Spread is a mid-market rate; or if no Quotation Method is so specified, Offer shall apply.

Reference CDS means a single-name credit default swap on the Reference Entity governed by the ISDA credit derivatives definitions relevant to Part A or Part B, as applicable, in the Reference CDS Currency and with a maturity equal to the Reference CDS Maturity (or the nearest standard maturity that is higher than such Reference CDS Maturity if such maturity is not available).

Reference CDS Currency means the main trading currency for the relevant Reference Entity, unless otherwise specified in the applicable Final Terms.

Reference CDS Maturity means 5-years, unless otherwise specified in the applicable Final Terms.

Reference Entity means the entity specified as such in the applicable Final Terms or any Successor thereto in accordance with the provisions of "Part A (2009 definitions)" if specified as applicable in the applicable Final Terms or "Part B (2014 definitions)" if specified as applicable in the applicable Final Terms, subject always to the provisions of Section 3 (Adjustments and Extraordinary Events) below.

Reference Entity Spread means, in accordance with the Quotation Method, the rate, expressed as a quoted spread, for the Reference CDS, determined by the Calculation Agent initially in accordance with the Reference Entity Spread Method specified in the applicable Final Terms, subject to the Switch Option.

For the avoidance of doubt, if the Calculation Agent observes or receives a quotation expressed with an upfront amount (the **Upfront Quotation**), it will convert such Upfront Quotation into a quoted spread by using the function QCDS in Bloomberg or any other calculation as the Calculation Agent may deem appropriate in its sole and absolute discretion, but acting in good faith and in a commercially reasonable manner.

Reference Entity Spread Method means either Dealer Poll Method or External Provider Method as specified in the applicable Final Terms.

Scheduled Trading Day means, in respect of a CDS Spread, a Business Day for the purposes of these Additional Terms and Conditions for Credit Linked Warrants.

Switch Option means, unless Switch Option is specified as "Not applicable" in the applicable Final Terms, that (i) on any day where the applicable Reference Entity Spread Method is the Dealer Poll Method, the Issuer may, acting in its sole and absolute discretion but in a commercially reasonable manner, change the determination of the Reference Entity Spread to the External Provider Method or (ii) on any day where the applicable Reference Entity Spread Method is the External Provider Method, the Issuer may, acting in its sole and absolute discretion but in a commercially reasonable manner, change the determination of the Reference Entity Spread to the Dealer Poll Method, subject in the case of both (i) and (ii) to giving to the Warrantholders, in accordance with Condition 13 (*Notices*) of the General Terms and Conditions, not less than 5 Business Days nor more than 10 Business Days' notice prior to the date of effect of the Switch Option specified in such notice, and the Switch Option shall take effect on the date of effect specified in such notice;

Valuation Date means, in respect of a CDS Spread, each date specified as such in the applicable Final Terms (or, if such date is not a Scheduled Trading Day for such CDS Spread, the next following Scheduled Trading Day).

2. ADJUSTMENTS AND EXTRAORDINARY EVENTS

2.1 Succession Event (Part A) / succession event (Part B)

If a Succession Event (if Part A applies) or a succession event (if Part B applies) occurs in respect of the Reference Entity, the Calculation Agent may, in addition to the provisions of the Additional Terms and Conditions for Credit Linked Warrants (Part A or Part B, as applicable) and acting in good faith, decide to either:

- (A) replace the Reference Entity (i) by the Successor or (ii) in case of several Successors, by one, some or all (at the discretion of the Calculation Agent) of the Successors resulting from the Succession Event or succession event;
- (B) substitute the Successor or Successors by one or several Similar Reference Entity(ies) (as defined in Condition 1.7.5 of the Additional Terms and Conditions for Credit Linked Warrants (Part A or Part B, as applicable));
- (C) apply Monetisation until Expiration Date as per Condition 5.14 of the General Terms and Conditions of the Warrants; or
- (D) consider such Succession Event or succession event as an Early Termination Event as defined in Condition 1.7.4 paragraph (A) of the Additional Terms and Conditions for Credit Linked Warrants (Part A or Part B, as applicable), in which case the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible after the Early Termination Event, (in the case of Cash Settled Warrants) an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (in the case of Physical Delivery Warrants), subject

to the payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount in accordance with Condition 5.9 of the General Terms and Conditions;

In any case, it being understood that, in case of (A) or (B) above:

- (a) such replacement or substitution shall affect only the provisions related to Reference Entity Spread; and
- (b) the Calculation Agent will (x) calculate the corresponding adjustment, if any, to be made to the elements relating to a credit default swap on the relevant Reference Entity used to determine the Reference Entity Spread and any settlement or payment terms under the Warrants, and/or adjust any other terms of the Warrants as it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Warrants and (y) determine the effective date of that adjustment.

2.2 External Provider Event

On any day where the applicable Reference Entity Spread Method is the External Provider Method, upon the Issuer becoming aware that the External Provider Spread is no longer available or it is illegal or impossible (as determined by the Calculation Agent) for the Calculation Agent to use the External Provider Method, the Issuer will change the determination of the Reference Entity Spread to the Dealer Poll Method with immediate effect, and give notice of the same to the Calculation Agent and, in accordance with Condition 12 of the Terms and Conditions of the English law Warrants and Condition 13 of the Terms and Conditions of the French Law Warrants, to the Warrantholders as soon as reasonably practicable.

ADDITIONAL TERMS AND CONDITIONS FOR INFLATION LINKED WARRANTS

The provisions of these Additional Terms and Conditions for Inflation Linked Warrants apply if the applicable Final Terms specify that the clause "*Type of Warrants*" is stated as being "*Inflation Linked Warrants*".

References in these Additional Terms and Conditions for Inflation Linked Warrants to a "Condition" or "these Additional Terms and Conditions" shall be construed as a reference to the relevant conditions in these Additional Terms and Conditions for Inflation Linked Warrants unless otherwise specified herein.

1. DEFINITIONS

Business Day means a "Business Day" as defined in Condition 3 of the General Terms and Conditions, determined on the basis of the Settlement Currency of the relevant Warrants. For the avoidance of doubt, it means, in respect of any city, any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in that city.

Calculation Agent means the person or entity specified as such in Condition 10 of the General Terms and Conditions. Whenever a Calculation Agent is required to act or to exercise judgment in any way, it will do so in good faith and in a commercially reasonable manner.

Closing Price means, the level of the Inflation Index for a Reference Period which is relevant to the calculation of a payment under the Warrants.

Fallback Bond means, a bond, if any, selected by the Calculation Agent and issued by the government of the country to whose level of inflation the Inflation Index relates and which pays an interest or redemption amount which is calculated by reference to the Inflation Index, with a maturity date which falls on (a) the same day as the Expiration Date, (b) the next longest maturity after the Expiration Date if there is no such bond maturing on the Expiration Date, or (c) the next shortest maturity before the Expiration Date if no bond defined in (a) or (b) is selected by the Calculation Agent. If the Inflation Index relates to the level of inflation across the European Monetary Union, the Calculation Agent will select an inflation-linked bond that is a debt obligation of one of the governments (but not any government agency) of France, Italy, Germany or Spain and which pays an interest or redemption amount which is calculated by reference to the level of inflation in the European Monetary Union. In each case, the Calculation Agent will select the Fallback Bond from those inflation-linked bonds issued on or before the Issue Date and, if there is more than one inflation-linked bond maturing on the same date, the Fallback Bond shall be selected by the Calculation Agent from those bonds. If the Fallback Bond redeems the Calculation Agent will select a new Fallback Bond on the same basis, but selected from all eligible bonds in issue at the time the original Fallback Bond redeems (including any bond for which the redeemed bond is exchanged). For the avoidance of doubt, if no bond defined in (a), (b) or (c) above is selected by the Calculation Agent, there will be no Fallback Bond.

Hedge Positions means, any purchase, sale, entry into or maintenance, by Société Générale or any of its affiliates, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) any cash deposits or cash borrowing and/or (d) other instruments, arrangements, assets or liabilities howsoever described in order to hedge, individually or on a portfolio basis, part or all of Société Générale or any of its affiliates' obligations under the Warrants.

Index Sponsor means, the entity that publishes or announces (directly or through an agent) the level of the relevant Inflation Index on a regular basis.

Inflation Index means, any inflation index specified as Underlying in the applicable Final Terms, subject to adjustment pursuant to the provisions of Condition 2.1 of these Additional Terms and Conditions.

Payment Date means, any date on which a payment is due and payable pursuant to the terms of the Warrants.

Reference Period means, the time period for which the level of the Inflation Index was calculated and to which, as a result, such level of Inflation Index refers, regardless of when this level is published or announced. The time period may be, but is not limited to, a calendar year, a semester, a quarter or a month.

Substitute Index Level means, an index level, determined by the Calculation Agent in accordance with Condition 2.1.1 of these Additional Terms and Conditions.

Successor Index has the meaning given to it in Condition 2.1.2 of these Additional Terms and Conditions.

2. ADJUSTMENTS AND EVENTS

2.1 Delay of Publication

(a) If the Closing Price is not published or announced by the day that is five Business Days prior to the next following Payment Date under the Warrants, the Calculation Agent will determine a **Substitute Index Level** (in place of such Closing Price) by using the following methodology:

- (i) if applicable, the Calculation Agent shall take the same action to determine the Substitute Index Level for such Payment Date as that taken by the relevant calculation agent pursuant to the terms and conditions of the Fallback Bond;
- (ii) if (i) above does not result in a Substitute Index Level for such Payment Date for any reason, then the Calculation Agent shall determine the Substitute Index Level as follows:

$$\text{Substitute Index Level} = \text{Base Level} \times (\text{Latest Level} / \text{Reference Level})$$

Where:

Base Level means, the level of the Inflation Index (excluding any "flash" estimates) published or announced by the Index Sponsor in respect of the time period which is 12 calendar months prior to the time period for which the Substitute Index Level is being determined;

Latest Level means, the latest level of the Inflation Index (excluding any "flash" estimates) published or announced by the Index Sponsor prior to the time period in respect of which the Substitute Index Level is being calculated; and

Reference Level means, the level of the Inflation Index (excluding any "flash" estimates) published or announced by the Index Sponsor prior to the time period that is 12 calendar months prior to the time period referred to in "Latest Level" above.

(b) If a Closing Price is published or announced at any time after the day that is five Business Days prior to the next following Payment Date under the Warrants, such Closing Price will not be used in any calculations. The Substitute Index Level so determined pursuant to this paragraph (b) will be the definitive level for that Reference Period.

If the Calculation Agent determines a Substitute Index Level in accordance with this Condition 2.1, the Calculation Agent may make any adjustment or adjustments (without limitation) to (x) the Substitute Index Level determined in accordance with this Condition 2.1 and/or (y) any amount payable under the Warrants and/or any other relevant term of the Warrants, in each case, as the Calculation Agent deems necessary,

provided however that, in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Swedish Central Securities Depository (Euroclear Sweden AB), the Norwegian Central Securities Depository (Verdipapirsentralen ASA) or the Finnish Central Securities Depository (Euroclear Finland Ltd), all references to the word "five" in (a) and (b) above shall be deemed to be references to the word "twelve".

2.2 Cessation of Publication

If the Calculation Agent determines that the level of an Inflation Index is not calculated and announced by the Index Sponsor for two consecutive months and/or the Index Sponsor announces that it will no longer continue to publish or announce the Inflation Index and/or the Index Sponsor cancels the Inflation Index, then the Calculation Agent shall determine a successor index (a **Successor Index**) (in lieu of any previously applicable Inflation Index) for the purposes of the Warrants as follows:

- (i) if at any time, a successor index has been designated by the relevant calculation agent pursuant to the terms and conditions of the Fallback Bond, such successor index shall be designated a Successor Index for the purposes of all subsequent Payment Dates in relation to the Warrants, notwithstanding that any other Successor Index may previously have been determined under paragraphs (ii), (iii) or (iv) below;
- (ii) if a Successor Index has not been determined under paragraph (i) above, and a notice has been given or an announcement has been made by the Index Sponsor, specifying that the Inflation Index will be superseded by a replacement index specified by the Index Sponsor, and the Calculation Agent determines that such replacement index is calculated using the same or substantially similar formula or method of calculation as used in the calculation of the previously applicable Inflation Index, such replacement index shall be the Inflation Index for purposes of the Warrants from the date that such replacement index comes into effect;
- (iii) if a Successor Index has not been determined under paragraphs (i) or (ii) above, the Calculation Agent shall ask five leading independent dealers to state what the replacement index for the Inflation Index should be. If at least four responses are received, and of those responses, three or more leading independent dealers state the same index, such index will be deemed the "Successor Index". If three responses are received, and two or more leading independent dealers state the same index, such index will be deemed the "Successor Index". If fewer than three responses are received, the Calculation Agent will proceed to paragraph (iv) hereof;

- (iv) if no Successor Index has been determined under paragraphs (i), (ii) and (iii) above by the fifth Business Day prior to the next following Payment Date under the Warrants, the Calculation Agent will determine an appropriate alternative index for such date and such index will be deemed the "Successor Index";

provided however that, in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Swedish Central Securities Depository (Euroclear Sweden AB), the Norwegian Central Securities Depository (Verdipapirsentralen ASA) or the Finnish Central Securities Depository (Euroclear Finland Ltd), all references to the word "fifth" above shall be deemed to be references to the word "twelfth".

- (v) if the Calculation Agent determines that no alternative index is appropriate, the Calculation Agent shall consider such event as an event triggering an early termination of the Warrants. In that case, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible thereafter, (in the case of Cash Settled Warrants) an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (in the case of Physical Delivery Warrants), subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions.

For the avoidance of doubt, the Calculation Agent shall determine the date on which the Successor Index shall be deemed to replace the Inflation Index for the purposes of the Warrants.

If a Successor Index is determined in accordance with this Condition 2.2, the Calculation Agent may make any adjustment or adjustments (without limitation) to any amount payable under the Warrants and/or any other relevant term of the Warrants as the Calculation Agent deems necessary.

2.3 Rebasing of the Inflation Index

If the Calculation Agent determines that the Inflation Index has been or will be rebased at any time, the Inflation Index as so rebased (the "**Rebased Index**") will be used for purposes of determining the Closing Price from the date of such rebasing; provided, however, that the Calculation Agent shall make such adjustments as are made by the calculation agent pursuant to the terms and conditions of the Fallback Bond, if any, to the level of the Rebased Index so that the Rebased Index levels reflect the same rate of inflation as the Inflation Index before it was rebased. If there is no Fallback Bond, the Calculation Agent shall make adjustments to the levels of the Rebased Index so that the Rebased Index levels reflect the same rate of inflation as the Inflation Index before it was rebased. Any such rebasing shall not affect any prior payments made under the Warrants.

2.4 Material Modification Prior to Payment Date

If, on or prior to the day that is five Business Days prior to the Expiration Date under the Warrants, the Index Sponsor announces that it will make a material change to the Inflation Index, then the Calculation Agent shall make any such adjustments to the Inflation Index consistent with adjustments made to the Fallback Bond, or, if there is no Fallback Bond, only those adjustments necessary for the modified Inflation Index to continue as the Inflation Index,

provided however that, in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Norwegian Central Securities Depositary (Verdipapirsentralen ASA) or the Finnish Central Securities Depositary (Euroclear Finland Ltd), all references to the word "five" above shall be deemed to be references to the word "twelve".

2.5 Manifest Error in Publication

If, within the earlier of (i) 30 days of publication, and (ii) the day that is five Business Days prior to the next following Payment Date under the Warrants, the Calculation Agent determines that the Index Sponsor has corrected the level of the Inflation Index to remedy a manifest error in its original publication, the Calculation Agent may make any adjustment to any amount payable under the Warrants and/or any other relevant term of the Warrants as the Calculation Agent deems appropriate as a result of such correction and/or determine the amount (if any) that is payable as a result of that correction,

provided however that, in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Swedish Central Securities Depositary (Euroclear Sweden AB), the Norwegian Central Securities Depositary (Verdipapirsentralen ASA) or the Finnish Central Securities Depositary (Euroclear Finland Ltd), all references to the word "five" above shall be deemed to be references to the word "twelve".

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

Change in Law means, that, for Warrants with one or more Inflation Indices as underlying, on or after the Issue Date (A) due to the adoption of or any change in any applicable law or regulation (including without limitation, any law or regulation in respect of tax, solvency or capital requirements), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines, acting in good faith, that it has become illegal for Société Générale and/or any of its affiliates to hold, acquire or dispose of Hedge Positions or to maintain the agreement entered into with Société Générale or any of its affiliates by the Issuer of the Warrants, relating to the Underlying of the Warrants.

Hedging Disruption means, in respect of Warrants that have one or more Inflation Index(ices) as Underlying(s), that Société Générale or any of its affiliates is unable, after using commercially reasonable efforts, to either (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the market risk (or any other relevant price risk, including but not limited to the currency risk) of entering into and performing its obligations with respect to the Warrants or the agreement entered into with Société Générale and/or any of its affiliates by the Issuer in relation to the Warrants, or (b) freely realise, recover, remit, receive, repatriate or transfer the proceeds of Hedge Positions as the case may be between accounts within the jurisdiction of the Hedge Positions (the **Affected Jurisdiction**) or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction.

Increased Cost of Hedging means, in respect of Warrants that have one or more Inflation Index(ices) as Underlying(s), that Société Générale or any of its affiliates would incur a materially increased (as compared with circumstances existing on the date(s) on which Société Générale or any of its affiliates enters into the Hedge Positions in respect of the Warrants) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the market risk and execute its obligations with respect to the Warrants or any agreement entered into with Société Générale or any of

its affiliates by the Issuer in relation to the Warrants, or (b) freely realise, recover or remit the proceeds of the proceeds of its Hedge Positions.

In case of the occurrence of a Change in Law, a Hedging Disruption or an Increased Cost of Hedging relating to an Inflation Index (the **Affected Underlying**), the Calculation Agent may:

- A. consider such event as an event triggering an early termination of the Warrants (hereafter, an **Early Termination Event**). In that case, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible after the Early Termination Event, (in the case of Cash Settled Warrants) an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (in the case of Physical Delivery Warrants), subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions; or
- B. replace the Affected Underlying by an appropriate alternative index; or
- C. apply the Monetisation until the Expiration Date (as defined in Condition 5.14 of the General Terms and Conditions);

or, but only in the case of Increased Cost of Hedging:

- D. in the case of Cash Settled Warrants, deduct (a) from the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or the Early Termination Settlement Amount (if any) due under the Warrants, as the case may be, on the payment date of the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount (if any) and (b) in the absence of any Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount in respect of the Warrants, from the Cash Settlement Amount due on the Settlement Date, in each case after the occurrence of the Increased Cost of Hedging, the amount of any new, or any increase of, any tax, duty, expense or fee, that triggered the occurrence of the Increased Cost of Hedging incurred by Societe Generale or any of its affiliates in relation to the Hedge Positions hedging the payment obligations of the Issuer under the Warrants, such amount to be apportioned pro rata amongst the outstanding Warrants (such reduction being the **Reduction Amount** and the result of such deduction being floored at zero); or
- E. in the case of Physical Delivery Warrants, any Physical Delivery Amount, Event-Linked Early Settlement Price, Early Termination Physical Delivery Amount or Early Trigger Level Physical Delivery Amount which is calculated in connection with the Warrants shall be reduced by the Reduction Amount (subject to a floor of zero).

ADDITIONAL TERMS AND CONDITIONS FOR BOND LINKED WARRANTS

The provisions of these Additional Terms and Conditions for Bond Linked Warrants apply if the applicable Final Terms specify that (i) the clause "*Type of Warrants*" is stated as being "*Bond Linked Warrants*" and (ii) "*Bond Linked Warrants Provisions*" is stated as being "*Applicable*".

References in these Additional Terms and Conditions for Bond Linked Warrants to a "Condition" or "these Additional Terms and Conditions" shall be construed as a reference to the relevant conditions in these Additional Terms and Conditions for Bond Linked Warrants unless otherwise specified herein.

Capitalised terms used but not defined herein shall have the meanings given to them in the Terms and Conditions of the Warrants.

Capitalised terms used but not defined in Condition 1 of these Additional Terms and Conditions shall have the meanings given to them in Condition 3 of these Additional Terms and Conditions, save to the extent it is completed in the applicable Final Terms.

Capitalised terms used in the definition of "**Bond Issuer ISDA Event**" below shall have the meanings given to them in Condition 3 of these Additional Terms and Conditions.

If any Bond is guaranteed, the applicable Final Terms will specify the "**Bond Guarantor**" in respect of such Bond and, as they apply to such Bond, any reference in these Additional Terms and Conditions for Bond Linked Warrants to "Bond Issuer" and "Bond" shall be replaced by, respectively, "Bond Issuer and/or Bond Guarantor" and "Bond and/or Bond Guarantee", where, for these purposes, Bond Guarantor means the entity specified as such in the applicable Final Terms (or its successor in accordance with the Bond Guarantee), and **Bond Guarantee** means the guarantee provided by the Bond Guarantor in respect of the obligations of the Bond Issuer under such Bond.

If any Bond is a loan participation note, the applicable Final Terms will specify the "**Underlying Borrower**" in respect of such Bond and, as they apply to such Bond, any reference in these Additional Terms and Conditions for Bond Linked Warrants to "Bond Issuer" and "Bond" shall be replaced by, respectively, "Bond Issuer and/or Underlying Borrower" and "Bond and/or Underlying Loan", where, for these purposes, **Underlying Borrower** means the entity specified as such in the applicable Final Terms (or its successor in accordance with the Underlying Loan), and **Underlying Loan** means the loan provided by the Bond Issuer to the Underlying Borrower with the proceeds of issuance of such Bonds.

1. BOND LINKED WARRANTS PROVISIONS

If a Bond Event has occurred, as determined by the Calculation Agent, in the period from and including the First Bond Event Occurrence Date to and including the Last Bond Event Occurrence Date and a Bond Event Notice and, if specified as applicable in the applicable Final Terms, a Notice of Publicly Available Information, are delivered during the Notice Delivery Period by or on behalf of the Issuer to the Warrantholders, then the Issuer will no longer be liable for the payment of the Cash Settlement Amount on the Settlement Date or, as the case may be, transfer of the Physical Delivery Amount to the Warrantholder on the Settlement Date, and will, in full and final satisfaction of its obligations hereunder in respect of the settlement of each Warrant, pay or procure payment of the Bond Event Amount (or a formula based on the Bond Event Amount, as specified in the applicable Final Terms) on the Settlement Date. The Bond Notional Amount of each Bond in respect of which a Bond Event Determination Date has occurred and the Bond Final Value of each Bond in respect of which a Bond Event Determination

Date has occurred, the Bond Event Amount and the Bond Event Date shall be notified to the Warrantholders in the Bond Final Valuation Notice on the Bond Final Valuation Notice Receipt Date.

2. HEDGING DISRUPTION - INCREASED COST OF HEDGING - CHANGE IN LAW - MERGER OF A BOND ISSUER AND SOCIÉTÉ GÉNÉRALE OR ANY OF ITS AFFILIATES - HOLDING LIMIT EVENT - CONSEQUENCES - MONETISATION UNTIL THE EXPIRATION DATE

2.1 Hedging Disruption, Increased Cost of Hedging

Hedging Disruption means, in respect of Warrants that have one or more Bond(s), that, as determined in good faith by the Calculation Agent, Société Générale or any of its Affiliates is unable, after using commercially reasonable efforts, to either (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the Bond price risk (or any other relevant price risk including, but not limited to, the interest rate, equity and currency risk) of entering into and performing its obligations with respect to the Warrants or any agreement entered into by the Issuer of the Warrants with Société Générale or any of its Affiliates in relation to the Warrants; (b) freely realize, recover, receive, repatriate, remit or transfer the proceeds of any Hedge Positions or any agreement entered into with the Issuer or any of its Affiliates in relation to the Warrants (either between accounts maintained in the jurisdiction of the Hedge Positions (the **Affected Jurisdiction**) or, as the case may be, from accounts maintained in the Affected Jurisdiction to accounts situated outside the Affected Jurisdiction), or (c) receive or be likely to receive under the Bond(s) the payment of any sum due and payable under the Bond(s), but without a Bond Event Determination Date having occurred.

Increased Cost of Hedging means, in respect of Warrants that have one or more Bond(s), that Société Générale or any of its Affiliates would incur a materially increased (as compared with circumstances existing on the date(s) on which Société Générale or any of its Affiliates enters into the Hedge Positions in respect of the Warrants) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the Bond price risk (or any other relevant price risk including, but not limited to, the interest rate, equity and currency risk) of entering into and performing its obligations with respect to the Warrants or any agreement entered into with the Issuer or any of its Affiliates in relation to the Warrants or (b) freely realize, recover, receive, repatriate, remit or transfer the proceeds of any Hedge Positions or any agreement entered into with the Issuer or any of its Affiliates in relation to the Warrants.

2.2 Change in Law

Change in Law means, in respect of Warrants that have one or more Bond(s) that, on or after the first to occur of (a) the Issue Date and (b) the trade date of any Hedge Position (i) due to the adoption of, or any change in any applicable law or regulation (including without limitation, any law or regulation in respect of tax, solvency or capital requirements) or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority or brought in a court of competent jurisdiction), the Calculation Agent determines that it has become illegal for Société Générale or any of its Affiliates to hold, acquire or dispose of Hedge Positions (as defined in Condition 2.5 of these Additional Terms and Conditions) or to maintain the agreement entered into with Société Générale or any of its Affiliates by the Issuer of the Warrants.

2.3 Merger of a Bond Issuer and Société Générale or any of its Affiliates

Merger of a Bond Issuer and Société Générale or any of its Affiliates means, in respect of Single Bond Linked Warrants or Basket Bond Linked Warrants, that (i) Société Générale or any of its Affiliates consolidates or amalgamates with, or merges into, or transfers all or substantially all its assets to, a Bond Issuer or (ii) a Bond Issuer consolidates or amalgamates with, or merges into, or transfers all or substantially all its assets to Société Générale or any of its Affiliates, or (iii) Société Générale or any of its Affiliates and a Bond Issuer become Affiliates.

2.4 Holding Limit Event

Holding Limit Event means that Société Générale and any of its affiliates, in aggregate hold, an interest in any one restricted Bond or issuance of Bonds, constituting or likely to constitute (directly or indirectly) ownership, control or the power to vote 25% or more of any class of voting securities, of the issuer of such Bond as determined by Société Générale. A “restricted Bond” for the purpose of this definition, means those assets subject to internal monitoring by Société Générale for purposes of its compliance with restrictions imposed by the Volcker Rule. As used herein, the “Volcker Rule” means the amendments to the Bank Holding Company Act of 1956 made by Section 619 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, including any requests, regulations, rules, guidelines or directives made by the relevant governmental authority under, or issued by the relevant governmental authority in connection with, such rule.

2.4 Consequences

Upon the occurrence of an Exceptional Event Date (as defined below), the Calculation Agent may decide to:

- A. designate such event as an event triggering an early termination of the Warrants (hereafter, an **Early Termination Event**). In such case, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible after the Early Termination Event, (in the case of Cash Settled Warrants) an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or, (in the case of Physical Delivery Warrants), subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions; or
- B. if the relevant Exceptional Event (as defined below) is related to one or several affected Bonds (the **Affected Bond(s)**), replace the Affected Bond(s) by a new bond (or new bonds, as relevant) which is (respectively are each) a Similar Bond; or
- C. apply the Monetisation until the Expiration Date;

or, only in the case of Increased Cost of Hedging

- D. in the case of Cash Settled Warrants, deduct (a) from the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or the Early Termination Settlement Amount (if any) due under the Warrants, as the case may be, on the payment date of the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount (if any) and (b) in the absence of any Optional Early Settlement Amount, Event-linked Early Settlement

Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount in respect of the Warrants, from the Cash Settlement Amount due on the Settlement Date, in each case after the occurrence of the Increased Cost of Hedging, the amount of any new, or any increase of, any tax, duty, expense or fee, that triggered the occurrence of the Increased Cost of Hedging incurred by Societe Generale or any of its Affiliates in relation to the Hedge Positions hedging the payment obligations of the Issuer under the Warrants, such amount to be apportioned pro rata amongst the outstanding Warrants (such reduction being the **Reduction Amount** and the result of such deduction being floored at zero); or

- E. in the case of Physical Delivery Warrants, the Issuer shall no longer be liable for delivery of (1) the Physical Delivery Amount related to the Optional Early Settlement Date or Event-linked Early Settlement Date or Early Termination Physical Delivery Amount or Early Trigger Level Physical Delivery Amount on the delivery date thereof and/or (2) the Physical Delivery Amount as defined in the applicable Final Terms on the Settlement Date, but instead will, in full and final satisfaction of its obligations, and subject to payment of the Exercise Price divided, if applicable, by the Parity, deliver Deliverable Assets in an amount equal to the sum of (i) the Physical Delivery Amount, Early Termination Physical Delivery Amount or Early Trigger Level Physical Delivery Amount, as the case may be, less the Reduction Amount (subject to a floor of zero) and (ii) the Exercise Price divided, if applicable, by the Parity.

Following the occurrence of an Exceptional Event Date, the Calculation Agent shall notify the Issuer, which shall in its turn notify the Warrantholders pursuant to the provisions of Condition 12 of the Terms and Conditions of the English law Warrants and Condition 13 of the Terms and Conditions of the French Law Warrants of the relevant adjustment made or decision taken by the Calculation Agent. Details of any adjustment made or decision taken may be obtained by the Warrantholders upon request at the Calculation Agent's specified address.

Definitions applicable to this Condition:

Exceptional Event means, as determined by the Calculation Agent acting in good faith, the occurrence during the period from and including the Issue Date to and including the Last Exceptional Event Occurrence Date of one or more of Hedging Disruption, an Increased Cost of Hedging, a Change in Law, Merger of a Bond Issuer and Société Générale or any of its Affiliates or a Holding Limit Event.

Exceptional Event Date means in respect of an Exceptional Event, the date, from and including the Issue Date to and including the Last Exceptional Event Occurrence Date, on which the Calculation Agent determines in good faith that an Exceptional Event has occurred. An Exceptional Event Date may not occur after a Bond Event Determination Date.

Last Exceptional Event Occurrence Date means the fourth (4th) Business Day (or in respect of Uncertificated Swedish Warrants or Uncertificated Finnish Warrants, the twelfth Business Day) immediately preceding the Settlement Date.

Similar Bond means a bond with an equivalent residual maturity, and (i) an equivalent Rating if available (as defined below) or (ii) an equivalent credit risk (if no Rating is available) and to the extent possible as secondary criteria, geographic and industry proximity. For the purposes of this definition **Rating** means the senior unsecured debt rating assigned by the three rating agencies Moody's Investor Service, Inc., Standard & Poor's Ratings Services, a division of Standard & Poor's Credit Market Service

Europe Limited and Fitch Ratings or any of them, it being understood that if the ratings assigned in respect of an entity are not equivalent, only the highest one(s) will be taken into consideration.

3. DEFINITIONS

Affiliate means, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, control of any entity or person means ownership of a majority of the voting power of the entity or person concerned.

Aggregate Loss Amount means, in respect of Basket Bond Linked Warrants, the aggregate of the Loss Amounts in respect of the Bond(s) in respect of which a Bond Event Determination Date has occurred.

Aggregate Warrant Notional Amount means, as of the Issue Date, in respect of an Issue of Warrants, the product of the Notional Amount per Warrant multiplied by the number of Warrants in respect of such Issue of Warrants.

American Settlement means, in respect of Bond Linked Warrants that the applicable Final Terms specify that the clause "Settlement Type" is stated as being "American Settlement".

Auction Period means, the number of days as specified in the applicable Final Terms (each being a Quotation Day) immediately following and excluding the Third Quotation Day as determined by the Calculation Agent.

Basket Bond Linked Warrant means, a Bond Linked Warrant indexed on several Bonds for which the applicable Final Terms specify that the clause "Type of Bond Linked Warrants" is stated as being "Basket Bond Linked Warrants".

Bond means, each Bond specified as such in the applicable Final Terms.

Bond Acceleration means, in respect of a Bond, a Bond has become due and payable before it would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default, early redemption or other similar condition or event (however described in the terms and conditions governing such Bond as of the First Bond Event Occurrence Date).

Bond Change in Law Event means, as of the First Bond Event Occurrence Date (i) the adoption of any change in any applicable law or regulation (including without limitation, any law or regulation in respect of tax, solvency or capital requirements) or (ii) the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority or brought in a court of competent jurisdiction).

Bond Currency means, the currency specified as such in the applicable Final Terms being the currency in which the Bond is denominated.

Bond Default means, in respect of a Bond, a Bond has become capable of being declared due and payable before it would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default, or other similar condition or event (however described in the

terms and conditions governing such Bond as of the First Bond Event Occurrence Date), notwithstanding any grace period set forth in the terms and conditions governing such Bond.

Bond Early Redemption means, in respect of a Bond (i) an early repayment at par of the Bond other than in accordance with its terms and conditions, (ii) an early redemption of the Bond for tax reasons in accordance with its terms and conditions, (iii) an early redemption of the Bond at, below or above par in accordance with its terms and conditions or (iv) any other early redemption and/or early repayment of the Bond in accordance with its terms and conditions, including, without limitation, any partial or total call of the Bonds by the Bond Issuer.

Bond Event means, in respect of a Bond, as determined by the Calculation Agent and described in the Bond Event Notice, the occurrence during the period from and including the First Bond Event Occurrence Date to and including the Last Bond Event Occurrence Date of one or more of Bond Acceleration, Bond Default, Bond Early Redemption, Bond Failure to Pay, Bond Governmental Intervention, Bond Issuer ISDA Event or Bond Restructuring, including if such Bond Event is the result of a Bond Change in Law Event, as specified in the applicable Final Terms.

If an occurrence would otherwise constitute a Bond Event, such occurrence will constitute a Bond Event whether or not such occurrence arises directly or indirectly from, or is subject to a defence based upon:

- (a) any lack or alleged lack of authority or capacity of a Bond Issuer to enter into any Bond;
- (b) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Bond;
- (c) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described; or
- (d) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, however described.

A Bond Event need not be continuing on the Bond Event Determination Date.

Bond Event Amount means, the maximum of zero and:

- (a) In respect of Single Bond Linked Warrants, an amount equal for each Warrant to the sum of (i) the product of the Bond Final Value and the Notional Amount per Warrant and (ii) the product of the Relevant Proportion and the Breakage Cost Amount of the Bond if this option is specified as Applicable in the applicable Final Terms or zero if this option is specified as "Not applicable" in the applicable Final Terms; or
- (b) In respect of Basket Bond Linked Warrants, an amount equal for each Warrant to the sum of (i) the product of the Relevant Proportion and the difference between the Aggregate Warrant Notional Amount and the Aggregate Loss Amount as at the Expiration Date and (ii) the product of the Relevant Proportion and the aggregate Breakage Cost Amount of each of the relevant Bonds if this option is specified as "Applicable" in the applicable Final Terms or zero if this option is specified as "Not applicable" in the applicable Final Terms.

Bond Event Date means, a date that is a Payment Business Day:

(a) *If American Settlement is specified in the applicable Final Terms:*

The day that is four Payment Business Days (or in respect of Uncertificated Swedish Warrants, Uncertificated Norwegian Warrants or Uncertificated Finnish Warrants, twelve Payment Business Days) following the Bond Final Valuation Notice Receipt Date.

(b) *If European Settlement is specified in the applicable Final Terms:*

The later of (a) the Expiration Date and (b) the day that is four Payment Business Days (or in respect of Uncertificated Swedish Warrants, Uncertificated Norwegian Warrants or Uncertificated Finnish Warrants, twelve Payment Business Days) following the Bond Final Valuation Notice Receipt Date, or in the case of Basket Bond Linked Warrants, following the last Bond Final Valuation Notice Receipt Date.

Bond Event Determination Date means, in respect of a Bond Event, the day during the Notice Delivery Period on which a Bond Event Notice is delivered to the relevant Clearing System for the information of the Warrantheolders.

Bond Event Notice means, an irrevocable notice (including Succession Event Information, if any) that is effective during the Bond Event Notice Delivery Period delivered by or on behalf of the Issuer to the Warrantheolders that describes a Bond Event that occurred on or prior to the Last Bond Event Occurrence Date. A Bond Event Notice must contain a description in reasonable detail of the facts relevant to the determination that a Bond Event has occurred (subject to the description therein being limited by any confidentiality restrictions, applicable laws, rules or regulations binding on the Issuer and/or the Calculation Agent). The Bond Event that is the subject of a Bond Event Notice need not be continuing on the Bond Event Determination Date. If a Bond Event Notice contains Publicly Available Information, such Bond Event Notice will also be deemed to be a Notice of Publicly Available Information.

Bond Failure to Pay means, in respect of a Bond, the failure by a Bond Issuer to make, when and where due, any payment under a Bond, provided that such failure is not remedied on or before the third Business Day (included) immediately following the relevant scheduled payment date, notwithstanding any grace period set forth in the terms and conditions governing such Bond at the time of such failure.

Bond Final Price means, in respect of a Bond, a quotation (expressed as a percentage of the Bond Notional Amount) obtained from Quotation Dealers in the manner provided below. The Calculation Agent will determine, based on the then current market practice, whether such quotations will include or exclude accrued but unpaid interest and all quotations will be obtained in accordance with this determination. The Calculation Agent will determine the Bond Final Price from the Full Quotations, the Weighted Average Quotation, the Partial Weighted Average Quotation or the Residual Quotation Amount (each as defined below). For the avoidance of doubt, the Bond Final Price, as determined by the Calculation Agent, is based on obtained Quotations, without any obligation by the Calculation Agent to actually realise any sale transaction in relation to such Quotations.

The Calculation Agent will require each Quotation Dealer to provide quotations to the extent reasonably practicable on the related day at approximately 11.00 a.m. London time or 11.00 a.m. New York time or 11.00 a.m. in any other leading market where the liquidity of such Bond may be better, as determined by the Calculation Agent, as the case may be. The Calculation Agent, may on the First Quotation Day and

if applicable, on the Second Quotation Day, in its sole and absolute discretion but acting in a commercially reasonable manner, determine whether to request (i) at least one Full Quotation and/or (ii) several firm bid quotations from Quotation Dealers in order to establish a Weighted Average Quotation.

To such end:

- (a) if the Calculation Agent obtains at least one Full Quotation and/or one Weighted Average Quotation on the First Quotation Day, the Bond Final Price will be the highest Quotation of the Full Quotation(s) or Weighted Average Quotation(s) obtained (if any) by the Calculation Agent;
- (b) if the Calculation Agent is unable to obtain at least one Full Quotation or to determine a Weighted Average Quotation on the First Quotation Day, the Calculation Agent will attempt to obtain at least one Full Quotation and/or one Weighted Average Quotation on the Second Quotation Day, and the Bond Final Price will be the highest Quotation of the Full Quotation(s) or Weighted Average Quotation(s) obtained (if any) by the Calculation Agent;
- (c) if the Calculation Agent obtains quotations for an aggregate amount lower than the Quotation Amount on the Second Quotation Day, then on the Third Quotation Day, it will attempt to obtain several firm bid quotations from Quotation Dealers in order to establish a Partial Weighted Average Quotation in respect of an amount equal to the Residual Quotation Amount. If the Calculation Agent is unable to establish on the Third Quotation Day a Partial Weighted Average Quotation in respect of an amount equal to the Residual Quotation Amount, it will, until obtaining a Partial Weighted Average Quotation in respect of an amount equal to the Residual Quotation Amount, on each Quotation Day during the Auction Period, attempt to obtain several firm bid quotations from Quotation Dealers in order to establish a Partial Weighted Average Quotation in respect of an amount equal to the Residual Quotation Amount. For the avoidance of doubt, once a Partial Weighted Average Quotation is obtained on either the Third Quotation Day or on any Quotation Day in the Auction Period there will be no obligation on the Calculation Agent to seek a further Partial Weighted Average Quotation. The Bond Final Price will then be the weighted average of (i) the firm bid quotations obtained on the Second Quotation Day (if any) and (ii) the Partial Weighted Average Quotation (if any) for the portion equal to the Residual Quotation Amount and (iii) the value determined by the Calculation Agent in its sole and absolute discretion but acting in a commercially reasonable manner and for the avoidance of doubt this value can be zero for any remaining amount for which no quotation was obtained.

Bond Final Price Accrued Interest means, in respect of a Quotation:

- (a) *If the applicable Final Terms specify that the clause "Bond Final Price Accrued Interest" is stated as being "Excluding Accrued Interest":*

Taking into account whether Quotations obtained by the Calculation Agent include or exclude accrued but unpaid interest, the Bond Final Price will be determined by the Calculation Agent as being the equivalent price to the Bond Final Price otherwise calculated so that it is a 'clean' price, excluding accrued but unpaid interest.

- (b) *If the applicable Final Terms specify that the clause "Bond Final Price Accrued Interest" is stated as being "Including Accrued Interest":*

Taking into account whether Quotations obtained by the Calculation Agent include or exclude accrued but unpaid interest, the Bond Final Price will be determined by the Calculation Agent as being the equivalent price to the Bond Final Price otherwise calculated so that it is a "dirty" or "all in" price, including accrued but unpaid interest.

Bond Final Valuation Notice means, the notice delivered on the Bond Final Valuation Notice Receipt Date, specifying:

- (i) The Bond Notional Amount of each Bond in respect of which a Bond Event Determination Date has occurred and the Bond Final Value of each Bond in respect of which a Bond Event Determination Date has occurred each as of the Bond Final Value Determination Date;
- (ii) the Bond Event Amount; and
- (iii) the Bond Event Date.

Bond Final Valuation Notice Receipt Date means, the day (such day being expected to be no later than the 10th Business Day following the Bond Final Value Determination Date) on which the Calculation Agent delivers the Bond Final Valuation Notice on behalf of the Issuer to the relevant Clearing Systems, for the information of the Warrantholders.

Bond Final Value means, in respect of a Bond in respect of which a Bond Event Determination Date has occurred, either:

- (a) *If the applicable Final Terms specify that the clause "Bond Final Value" is stated as being "Fixed Recovery":*

The percentage specified as such in the applicable Final Terms; or

- (b) *If the applicable Final Terms specify that the clause "Bond Final Value" is stated as being "Floating Recovery":*

The percentage determined by the Calculation Agent as follows:

- (i) the Bond Final Price;
- (ii) plus, if any, any partial or total repayment in cash of the Bond which would have been paid to the holders of the Bond under the Bond as of the Bond Final Value Determination Date as determined by the Calculation Agent, expressed as a percentage of the Bond Notional Amount;
- (iii) plus, if any, the price (expressed as a percentage of the Bond Notional Amount), calculated using a method similar to that used to determine the Bond Final Price, of any securities which would have been delivered to the holders of the Bond under the

Bond as of the Bond Final Value Determination Date as determined by the Calculation Agent;

- (iv) minus the Valuation Hedging Cost;
- (v) minus any amount due and payable under the Bond in accordance with the terms and conditions of the Bond as in force and effect as of the Issue Date (expressed as a percentage of the Bond Notional Amount) which is still unpaid at the Bond Final Value Determination Date, as determined by the Calculation Agent.

The Bond Final Value is subject to a minimum of zero per cent and to a maximum of 100 per cent of the Bond Notional Amount unless otherwise specified in the applicable Final Terms.

Bond Final Value Determination Date means:

- (a) *If the applicable Final Terms specify that "Bond Final Value" is stated as being "Fixed Recovery":*

The date on which the Bond Event Notice is delivered to the relevant Clearing System for the information of the Warrantholders.

- (b) *If the applicable Final Terms specify that "Bond Final Value" is stated as being "Floating Recovery":*

The date on which the Bond Final Price is calculated by the Calculation Agent.

Bond Governmental Intervention means, with respect to one or more Bonds that any one or more of the following events occurs as a result of action taken or an announcement made, by a Governmental Authority pursuant to, or by means of, a restructuring and resolution law or regulation (or any other similar law or regulation), in each case, applicable to the Bond Issuer in a form which is binding, irrespective of whether such event is expressly provided for under the terms of the Bond:

- (i) any event which would affect creditors' rights so as to cause:
 - (A) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);
 - (B) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);
 - (C) a postponement or other deferral of a date or dates for either (i) the payment or accrual of interest or (ii) the payment of principal or premium; or
 - (D) a change in the ranking in priority of payment of any obligation under the Bond, causing the Subordination of such obligation to any other obligation of the Bond Issuer;
- (ii) an expropriation, transfer or other event which mandatorily changes the beneficial holder of the Bond;
- (iii) a mandatory cancellation, conversion or exchange; or

- (iv) any event which has an analogous effect to any of the events specified in paragraphs (i) to (iii) of this definition.

Bond Issuer ISDA Event means that there is a public announcement by ISDA of the occurrence of a Credit Event (as defined in Condition 4) in relation to the Bond Issuer.

Bond Issuer means, in respect of Single Bond Linked Warrants, the Bond Issuer (or its Successor) or, in respect of Basket Bond Linked Warrants, each Bond Issuer (or its Successor) comprised in the Reference Portfolio, specified as such in the applicable Final Terms.

Bond Linked Warrant means, a Warrant in respect of which (i) the applicable Final Terms specify that the clause "Bond Linked Warrants Provisions" is stated as being "Applicable" and (ii) these Additional Terms and Conditions apply.

Bond Notional Amount means, in respect of (a) Single Bond Linked Warrants, on the Issue Date the amount as specified in the applicable Final Terms and thereafter as such amount is adjusted *pro rata* the outstanding Aggregate Warrant Notional Amount of the Warrants or (b) Basket Bond Linked Warrants, on the Issue Date, in respect of each Bond, the amount as specified in the applicable Final Terms (being in respect of each Bond the product of the Bond Weighting and the Reference Portfolio Notional Amount) and thereafter as such amount is adjusted *pro rata* the outstanding Aggregate Warrant Notional Amount of the Warrants.

Bond Restructuring means that:

- (a) with respect to each Bond, any one or more of the following events occurs in a form that binds any holders of such Bond (including, in each case, by way of an exchange), whether or not such event is expressly provided for under the terms of such Bond in effect as of the later of the First Bond Event Occurrence Date and the date as of which such Bond is issued or incurred:
 - (i) any amount to be received by any holder of the Bond under the Bond would be reduced or paid in or exchanged into another form due to any Bond Change in Law Event;
 - (ii) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals initially provided for;
 - (iii) a reduction in the amount of principal or premium payable at maturity or at scheduled redemption dates initially provided for;
 - (iv) a postponement, suspension or other deferral of a date or dates for either (A) the payment or accrual of interest or (B) the payment of principal or premium;
 - (v) a change in the ranking in priority of payment of any obligation under the Bond, causing the Subordination of such obligation to any other obligation of the Bond Issuer;
 - (vi) any change in the currency or composition of any payment of interest or principal to any other currency; or

(vii) any variation of the terms of the Bond.

(b) Notwithstanding the provisions of (a) above, the following will not constitute a Bond Restructuring: the payment in euro of interest or principal in relation to a Bond denominated in a currency of a Member State of the European Union that adopts or has adopted the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union.

Bond Weighting means, the proportion specified as such for each Bond in the applicable Final Terms.

Breakage Cost Amount means, an amount determined by the Calculation Agent, expressed in the Settlement Currency of the Warrants using the Relevant Spot Exchange Rate on the relevant calculation date(s) as determined by the Calculation Agent, equal to the fees, costs and expenses arising directly or indirectly, in connection with (i) terminating, unwinding, realizing or enforcing any repurchase transaction (if any) with the Bond as underlying asset, the purpose of which is to refinance the relevant Bond and (ii) entering into, trading or increasing any repurchase transaction (or any transaction with similar purposes) with the Collateral Assets (if any) as underlying asset, the purpose of which is to refinance the Collateral Assets (if any). For the avoidance of doubt, the Breakage Cost Amount may be a positive amount (if to be received by Société Générale or any of its Affiliates) or a negative amount (if to be paid by Société Générale or any of its Affiliates).

Business Days means the days specified in the applicable Final Terms. For the avoidance of doubt, it means, in respect of any city, any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in that city.

Calculation Agent means Société Générale. Save as otherwise provided herein, the calculations and determinations of the Calculation Agent will be conclusive and binding upon the Issuer and the Warrantholders in the absence of manifest error. Whenever a Calculation Agent is required to act or to exercise judgment in any way (and unless otherwise provided herein), it will do so in good faith and in a commercially reasonable manner.

European Settlement means, in respect of Bond Linked Warrants that the applicable Final Terms specify that the clause "Settlement Type" is stated as being "European Settlement".

Excluding Accrued Interest means, that the Bond Final Price Accrued Interest will be calculated according to paragraph (a) of the definition of Bond Final Price Accrued Interest.

Expiration Date means, a day that is a Payment Business Day:

(a) *If American Settlement is specified in the applicable Final Terms:*

- (i) the date specified as such in the applicable Final Terms; or
- (ii) the Bond Event Date if a Bond Event Notice is delivered during the Notice Delivery Period; or

(b) *If European Settlement is specified in the applicable Final Terms:* the later of the dates set out in paragraphs (a)(i), and (ii) above.

Extension Date means, the fourth Business Day (or in respect of Uncertificated Swedish Warrants, Uncertificated Norwegian Warrants or Uncertificated Finnish Warrants, the twelfth Business Day) following the Last Bond Event Occurrence Date.

First Bond Event Occurrence Date means, the date specified as such in the applicable Final Terms.

First Quotation Day means, the first day the Calculation Agent attempts to obtain Full Quotations (such day falling no later than 20 Business Days or the number of Business Days specified in the applicable Final Terms after the Bond Event Determination Date).

Fixed Recovery means, in respect of Bond Linked Warrants that the applicable Final Terms specify that the clause "Bond Final Value" is stated as being "Fixed Recovery: [●] per cent."

Floating Recovery means, in respect of Bond Linked Warrants, that the applicable Final Terms specify that the clause "Bond Final Value" is stated as being "Floating Recovery".

Full Quotation means, each firm bid quotation obtained from a Quotation Dealer for an amount equal to the Quotation Amount.

Governmental Authority means:

- (i) any *de facto* or *de jure* government (or any agency, instrumentality, ministry or department thereof);
- (ii) any court, tribunal, administrative or other governmental, inter-governmental or supranational body;
- (iii) any authority or any other entity (private or public) either designated as a resolution authority or charged with the regulation or supervision of the financial markets (including a central bank) of the Bond Issuer or some or all of its obligations; or
- (iv) any other authority which is analogous to any of the entities specified in paragraphs (i) to (iii) above.

Hedge Positions means as defined in Condition 5.14 of the General Terms and Conditions of the Warrants, provided that for the purposes of these Additional Terms and Conditions, Hedge Positions will be deemed to include the Optional Hedge Positions (if any).

Including Accrued Interest means, that the Bond Final Price Accrued Interest will be calculated according to paragraph (b) of the definition of Bond Final Price Accrued Interest.

Last Bond Event Occurrence Date means, the date specified as such in the applicable Final Terms or, if not specified in the applicable Final Terms, the fourth (4th) Business Day (or in respect of Uncertificated Swedish Warrants, Uncertificated Norwegian Warrants or Uncertificated Finnish Warrants, the twelfth Business Day) immediately preceding the Expiration Date.

Loss Amount means, in respect of Basket Bond Linked Warrants, in respect of a Bond in respect of which a Bond Event Determination Date has occurred, an amount in the Settlement Currency equal to the product of (i) the Bond Notional Amount and (ii) the difference between the Reference Price in respect of each Bond, and the Bond Final Value, subject to a minimum of zero.

Notice Delivery Period means, the period from and including the Issue Date to and including the Extension Date.

Notice of Publicly Available Information means, in relation to a Bond Event Notice, an irrevocable notice delivered by or on behalf of the Issuer that cites Publicly Available Information confirming the occurrence of the Bond Event, described in the Bond Event Notice. The notice given must contain a copy, or a description in reasonable detail, of the relevant Publicly Available Information. If a Bond Event Notice contains Publicly Available Information, such Bond Event Notice will also be deemed to be a Notice of Publicly Available Information.

Partial Weighted Average Quotation means, as determined by the Calculation Agent, in respect of the Third Quotation Day and, if relevant, the Auction Period, the weighted average of the firm bid quotation(s) requested by the Calculation Agent for the Residual Quotation Amount and obtained from the Quotation Dealers on the Third Quotation Day and, if relevant, during the Auction Period, to the extent reasonably practicable, each for an amount as large a size as available, that in aggregate are equal to or greater than the Residual Quotation Amount. PROVIDED THAT if the aggregate of such quotations is greater than the Residual Quotation Amount, the Calculation Agent shall reduce *pro rata* the notional amount of each firm bid quotation so that the aggregate of the firm bid quotations shall be equal to the Residual Quotation Amount.

Publicly Available Information means, information that reasonably confirms any of the facts relevant to the determination that the Bond Event as applicable, described in the Bond Event Notice, has occurred and which:

- (a) has been published in or on not less than the Specified Number of Public Sources, (regardless of whether the reader or user thereof pays a fee to obtain such information); or
- (b) is information received from or published by:
 - (i) a Bond Issuer (or if the Bond Issuer is a Sovereign, any agency, instrumentality, ministry, department or other authority thereof acting in a governmental capacity (including, without limiting the foregoing, the central bank of such Sovereign); or
 - (ii) a trustee, fiscal agent, administrative agent, clearing agent, paying agent, facility agent or agent bank for a Bond, or
- (c) is information contained in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body; or
- (d) is information contained in a public announcement by ISDA.

Provided that where any information of the type described in paragraph (b) or (c) of this definition is not publicly available, it can only constitute Publicly Available Information if it can be made public without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information.

In relation to any information of the type described in (b) and (c) of this definition, the party receiving such information may assume that such information has been disclosed to it without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information and that the party delivering such information has not taken any action or entered into any agreement or understanding with the Bond Issuer or any Affiliate of the Bond Issuer that would be breached by, or would prevent, the disclosure of such information to the party receiving such information.

Without limitation, Publicly Available Information need not state that such occurrence (a) is the result of exceeding any applicable grace period, or (b) has met any subjective criteria specified in a Bond Event.

Public Source means, each source of Publicly Available Information specified in the applicable Final Terms (or if no such source is specified, each of Bloomberg, Reuters, Dow Jones, News Wires, The Wall Street Journal, The New York Times, Nihon Keizai Shimbun, Asahi Shimbun, Yomiuri Shimbun, Financial Times, La Tribune, Les Echos, The Australian Financial Review and Debtwire (and successor publications), as well as the main source(s) of business news in the country in which the Bond Issuer is organised and any other internationally recognised published or electronically displayed news sources).

Quotation means, a Full Quotation, a Weighted Average Quotation or a Partial Weighted Average Quotation, as the case may be.

Quotation Amount means, an amount equal to the Aggregate Warrant Notional Amount, in respect of Single Bond Linked Warrants (for the avoidance of doubt, in accordance with the provisions of the Weighted Average Quotation, such Quotation Amount may be, at the sole discretion of the Calculation Agent acting in a commercially reasonable manner, greater than the Bond Notional Amount); otherwise (in respect of Basket Bond Linked Warrants), the Quotation Amount shall be a weighted amount in respect of each Bond, the sum of all such Quotation Amounts being equal to the Aggregate Warrant Notional Amount (for the avoidance of doubt, in accordance with the provisions of the Weighted Average Quotation, such Quotation Amount may be, at the sole discretion of the Calculation Agent acting in a commercially reasonable manner, greater than the Bond Notional Amount).

Quotation Dealers means, at least three leading dealers in bonds of the type of the Bond for which Quotations are to be obtained, which may include Société Générale, as selected by the Calculation Agent in its sole discretion acting in a commercially reasonable manner.

Reference Portfolio means, in respect of Basket Bond Linked Warrants, a portfolio comprising all the Bonds.

Reference Portfolio Notional Amount means, the amount of the Reference Portfolio specified in the applicable Final Terms.

Reference Price means, in respect of Basket Bond Linked Warrants, 100% or the percentage specified as such in the applicable Final Terms.

Relevant Proportion means, the proportion which one Warrant bears to the total number of Warrants outstanding.

Relevant Spot Exchange Rate means as defined in Condition 5.14 of the General Terms and Conditions of the Warrants.

Residual Quotation Amount means, as determined by the Calculation Agent, an amount equal to the difference between the Quotation Amount (such Quotation Amount being subject for the purposes of this definition to a deemed cap of the Bond Notional Amount) and the aggregate amount of the firm bid quotations obtained on the Second Quotation Day.

Second Quotation Day means, the Business Day following the First Quotation Day.

Settlement Date for the purposes of these Additional Terms and Conditions only means up to six Payment Business Days following the Expiration Date or such other date as is specified in the applicable Final Terms.

Settlement Type means, American Settlement or European Settlement as specified in the applicable Final Terms.

Single Bond Linked Warrant means, a Bond Linked Warrant indexed on one Bond for which the applicable Final Terms specify that the clause "Type of Bond Linked Warrants" is stated as being "Single Name Bond Linked Warrants".

Sovereign means, any state, political subdivision or government, or any agency, instrumentality, ministry, department or other authority (including, without limiting the foregoing, the central bank) thereof.

Specified Number means the number of Public Sources specified in the applicable Final Terms (or if a number is not specified, two).

Subordination means, with respect to a Bond (the **Subordinated Obligation**) and another obligation of the Bond Issuer to which such Bond is being compared (the **Senior Obligation**), a contractual, trust or similar arrangement providing that (i) upon the liquidation, dissolution, reorganisation or winding up of the Bond Issuer, claims of the holders of the Senior Obligation are required to be satisfied prior to the claims of the holders of the Subordinated Obligation or (ii) the holders of the Subordinated Obligation will not be entitled to receive or retain payments in respect of their claims against the Bond Issuer at any time that the Bond Issuer is in payment arrears or is otherwise in default under the Senior Obligation. **Subordinated** will be construed accordingly. For purposes of determining whether Subordination exists or whether an obligation is Subordinated with respect to another obligation to which it is being compared (x) the existence of preferred creditors arising by operation of law or of collateral, credit support or other credit enhancement or security arrangements shall not be taken into account, except that, notwithstanding the foregoing, priorities arising by operation of law shall be taken into account where the Bond Issuer is a Sovereign and (y) the ranking in priority of payments shall be determined as of the date as of which the Bond was issued and shall not reflect any change to such ranking in priority of payment after such date.

succeed means, for the purposes of determining a Successor, with respect to a Bond Issuer and its related obligations with respect to a Bond, that a party other than such Bond Issuer assumes or becomes liable for such obligations whether by operation of law or pursuant to any agreement (including with respect to a Bond Issuer that is a Sovereign, any protocol, treaty, convention, accord, concord, pact or other agreement) and such Bond Issuer is no longer an obligor (primarily or secondarily) or guarantor with respect to such obligations.

Succession Event means:

- (a) with respect to a Bond Issuer that is not a Sovereign, an event such as a merger, consolidation, amalgamation, transfer of assets or liabilities, demerger, spin-off or other similar event in which one entity succeeds to the obligations of another entity, whether by operation of law or pursuant to any agreement; or
- (b) with respect to a Bond Issuer that is a Sovereign, an event such as annexation, unification, secession, partition, dissolution, consolidation, reconstitution or other event that results in any direct or indirect successor(s) to such Bond Issuer.

Succession Event Information means, information about the occurrence of a Succession Event that occurred on or after the issue date of the Bond with a description in reasonable detail of the facts relevant to the determination of (a) the Succession Event or the change of name of the Bond Issuer that has occurred and (b) the identity of any Successor or, as applicable, the name of the Bond Issuer. Such Succession Event Information may be requested at any time by the Warrantholders at the office of the Calculation Agent, and will be notified as part of a Bond Event Notice (if any) by or on behalf of the Issuer to the Warrantholders.

Successor means, with respect to a Bond, the entity who succeeds to the obligations of the Bond Issuer as determined by the Calculation Agent as soon as reasonably practicable after it becomes aware of the relevant Succession Event on the basis of Publicly Available Information.

With respect to a Sovereign Bond Issuer, Successor means, each entity which becomes a direct or indirect successor to such Bond Issuer by way of a Succession Event, irrespective of whether any such successor assumes any of the obligations of such Bond Issuer.

Third Quotation Day means, the Business Day following the Second Quotation Day.

Unsettled Bond Event means, with respect to a Bond, that a Bond Event Determination Date has occurred prior to the Expiration Date but the corresponding Bond Final Valuation Notice Receipt Date has not occurred on or immediately prior to the fourth Business Day preceding the Expiration Date.

Valuation Hedging Cost means, in relation to a Bond, the direct and duly documented cost (expressed in the Settlement Currency of the Warrants using the Relevant Spot Exchange Rate on the relevant calculation date(s) as determined by the Calculation Agent), if any, borne by the Issuer, the Issuer's hedging counterparty, the Calculation Agent or an agent on their behalf in relation to the determination of the Bond Final Price, expressed as a percentage of the Bond Notional Amount.

Weighted Average Quotation means, as determined by the Calculation Agent, the weighted average of firm bid quotations obtained from the Quotation Dealers, to the extent reasonably practicable, each for an amount as large a size as available, that in aggregate are equal to or greater than the Quotation Amount. PROVIDED THAT if the aggregate of such quotations is greater than the Quotation Amount, the Calculation Agent shall reduce *pro rata* the notional amount of each firm bid quotation so that the aggregate of the firm bid quotations shall be equal to the Quotation Amount.

4. DEFINITIONS IN RELATION TO THE BOND ISSUER ISDA EVENT

Affiliate means, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common

control with the person. For this purpose, **control** of any entity or person means ownership of a majority of the voting power of the entity or person concerned.

Bankruptcy means a Bond Issuer:

- (A) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (B) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due;
- (C) makes a general assignment, arrangement, scheme or composition with or for the benefit of its creditors generally, or such a general assignment, arrangement, scheme or composition becomes effective;
- (D) institutes or has instituted against it a proceeding seeking a judgement of insolvency or bankruptcy or any other similar relief under any bankruptcy or insolvency law or other law affecting creditors' rights, or a petition is presented for its winding up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (i) results in a judgement of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding up or liquidation or (ii) is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof;
- (E) has a resolution passed for its winding up or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (F) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- (G) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty calendar days thereafter; or
- (H) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (A) to (G) (inclusive) of this definition of Bankruptcy.

Bond means any obligation of a type included in the Borrowed Money category that is in the form of, or represented by, a bond, note (other than notes delivered pursuant to Loans), certificated debt security or other debt security and shall not include any other type of Borrowed Money.

Bond Issuer has the meaning given to it in Condition 3 of these Additional Terms and Conditions for Bond Linked Warrants.

Borrowed Money means any obligation (excluding an obligation under a revolving credit arrangement for which there are no outstanding, unpaid drawings in respect of principal) for the payment or repayment of borrowed money (which term shall include, without limitation, deposits and reimbursement obligations arising from drawings pursuant to letters of credit).

Buyer means the party specified as such in the related Confirmation.

Confirmation means, with respect to a Credit Derivatives Transaction, one or more documents and other confirming evidence exchanged between the parties or otherwise effective, which taken together, confirm or evidence all of the terms of that Credit Derivatives Transaction.

Credit Derivatives Transaction means any transaction that is identified in the related Confirmation as a Credit Derivative Transaction or any transaction that incorporates the 2014 ISDA Credit Derivatives Definitions.

Credit Event means, with respect to a Credit Derivatives Transaction, one or more of Bankruptcy, Failure to Pay, Obligation Acceleration, Obligation Default, Repudiation/Moratorium, Restructuring or Governmental Intervention as specified in the related Confirmation.

If an occurrence would otherwise constitute a Credit Event, such occurrence will constitute a Credit Event whether or not such occurrence arises directly or indirectly from, or is subject to a defence based upon:

- (A) any lack or alleged lack of authority or capacity of the Bond Issuer to enter into any Obligation or, as applicable, an Underlying Obligor to enter into any Underlying Obligation;
- (B) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Obligation or, as applicable, any Underlying Obligation, however described;
- (C) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described; or
- (D) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, however described.

Credit Derivatives Determinations Committee means each committee established by ISDA pursuant to the DC Rules for purposes of reaching certain DC Resolutions (including, but not limited to, the determination of the occurrence of a Credit Event) in connection with "*Credit Derivative Transactions*" as more fully described in the DC Rules.

DC Resolution has the meaning given to that term in the DC Rules.

DC Rules means the Credit Derivatives Determinations Committee Rules, as published by ISDA on its website at www.isda.org (or any successor website thereto) from time to time and as amended from time to time in accordance with the terms thereof.

DC Secretary has the meaning given to that term in the DC Rules.

Default Requirement means USD 10,000,000 or the amount specified as such in the Confirmation for the applicable Credit Derivatives Transaction (or in each case its equivalent in the Obligation Currency as of the occurrence of the relevant Credit Event).

Definitions means the 2014 ISDA Credit Derivatives Definitions.

Deliver means to deliver, novate, transfer (including in the case of a Guarantee, transfer of the benefit of the Guarantee), assign or sell, as appropriate, in order to convey all right, title and interest to the Seller as more fully described in the Definitions. **Delivery** and **Delivered** will be construed accordingly.

Downstream Affiliate means an entity, whose outstanding Voting Shares were, at the date of issuance of the Qualifying Guarantee, more than 50% owned, directly or indirectly, by the Bond Issuer.

Failure to Pay means, after the expiration of any applicable Grace Period (after the satisfaction of any conditions precedent to the commencement of such Grace Period), the failure by the Bond Issuer to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations, in accordance with the terms of such Obligations at the time of such failure.

Fixed Cap means, with respect to a Guarantee, a specified numerical limit or cap on the liability of the Bond Issuer in respect of some or all payments due under the Underlying Obligation, provided that a Fixed Cap shall exclude a limit or cap determined by reference to a formula with one or more variable inputs (and for these purposes, the outstanding principal or other amounts payable pursuant to the Underlying Obligation shall not be considered to be variable inputs).

Governmental Authority means:

- (i) any *de facto* or *de jure* government (or any agency, instrumentality, ministry or department thereof);
- (ii) any court, tribunal, administrative or other governmental, inter-governmental or supranational body;
- (iii) any authority or any other entity (private or public) either designated as a resolution authority or charged with the regulation or supervision of the financial markets (including a central bank) of the Bond Issuer or some or all of its obligations; or
- (iv) any other authority which is analogous to any of the entities specified in paragraphs (i) to (iii) above.

Governmental Intervention means that, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs as a result of action taken or an announcement made, by a Governmental Authority pursuant to, or by means of, a restructuring and resolution law or regulation (or any other similar law or regulation), in each case, applicable to the Bond Issuer in a form which is binding, irrespective of whether such event is expressly provided for under the terms of such Obligation:

- (i) any event which would affect creditors' rights so as to cause:
 - (A) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);
 - (B) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);
 - (C) a postponement or other deferral of a date or dates for either (i) the payment or accrual of interest or (ii) the payment of principal or premium; or

- (D) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation;
- (ii) an expropriation, transfer or other event which mandatorily changes the beneficial holder of the Obligation;
- (iii) a mandatory cancellation, conversion or exchange; or
- (iv) any event which has an analogous effect to any of the events specified in paragraphs (i) to (iii) of this definition.

For purposes of this definition, the term Obligation shall be deemed to include Underlying Obligations for which the Bond Issuer is acting as provider of a Guarantee.

Grace Period means:

- (A) subject to paragraphs (B) and (C) below, the applicable grace period with respect to payments under and in accordance with the terms of such Obligation in effect as of the date as of which such Obligation is issued or incurred;
- (B) if Grace Period Extension is specified as applicable in the related Confirmation, a Potential Failure to Pay has occurred on or prior to the Scheduled Termination Date and the applicable grace period cannot, by its terms, expire on or prior to the Scheduled Termination Date, the Grace Period will be deemed to be the lesser of such grace period and the period specified as such in the related Confirmation, or if no period is specified, thirty calendar days; and
- (C) if, as of the date as of which an Obligation is issued or incurred, no grace period with respect to payments or a grace period with respect to payments of less than three Grace Period Business Days is applicable under the terms of such Obligation, a Grace Period of three Grace Period Business Days shall be deemed to apply to such Obligation; provided that; unless Grace Period Extension is specified as applicable in the related Confirmation, such deemed Grace Period shall expire no later than the Scheduled Termination Date.

Grace Period Business Day means a day on which commercial banks and foreign exchange markets are generally open to settle payments in the place or places and on the days specified for that purpose in the relevant Obligation and if a place or places are not so specified, (a) if the Obligation Currency is the euro, a TARGET Settlement Day, or (b) otherwise, a day on which commercial banks and foreign exchange markets are generally open to settle payments in the principal financial city in the jurisdiction of the Obligation Currency.

Grace Period Extension Date means, if (a) Grace Period Extension is specified as applicable in the related Confirmation and (b) a Potential Failure to Pay occurs on or prior to the Scheduled Termination Date, the date that is the number of days in the Grace Period after the date of such Potential Failure to Pay. If Grace Period Extension is not specified as applicable in the related Confirmation, Grace Period Extension shall not apply to the relevant Credit Derivatives Transaction.

Guarantee means a Relevant Guarantee or a guarantee which is the Reference Obligation.

Loan means any obligation of a type included in the Borrowed Money category that is documented by a term loan agreement, revolving loan agreement or other similar credit agreement and shall not include any other type of Borrowed Money.

Multiple Holder Obligation means an Obligation that (i) at the time of the event which constitutes a Restructuring Credit Event is held by more than three holders that are not Affiliates of each other and (ii) with respect to which a percentage of holders (determined pursuant to the terms of the Obligation as in effect on the date of such event) at least equal to sixty-six-and two-thirds is required to consent to the event which constitutes a Restructuring Credit Event provided that any Obligation that is a Bond shall be deemed to satisfy the requirement in this subparagraph (ii) of this definition of Multiple Holder Obligation.

Notice of Publicly Available Information means an irrevocable notice from the Notifying Party to the other party that cites Publicly Available Information confirming the occurrence of the Credit Event or Potential Repudiation/Moratorium, as applicable, described in the Credit Event Notice or Repudiation/Moratorium Extension Notice. The notice given must contain a copy, or a description in reasonable detail, of the relevant Publicly Available Information. If “*Notice of Publicly Available Information*” is applicable to a Credit Derivatives Transaction and the Credit Event Notice or Repudiation/Moratorium Extension Notice, as applicable, contains Publicly Available Information, such Credit Event Notice or Repudiation/Moratorium Extension Notice will also be deemed to be a Notice of Publicly Available Information.

Notifying Party means “Buyer or Seller” unless otherwise specified in the related Confirmation.

Obligation means any obligation (whether present or future, contingent or otherwise) of the Bond Issuer (either directly or as provider of a Relevant Guarantee) for the payment or repayment of money (including, without limitation, Borrowed Money), including for the avoidance of doubt, the Reference Obligation.

Obligation Acceleration means one or more Obligations in an aggregate amount of not less than the Default Requirement have become due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default or other similar condition or event (however described), other than a failure to make any required payment, in respect of the Bond Issuer under one or more Obligations.

Obligation Currency means the currency or currencies in which an Obligation is denominated.

Obligation Default means one or more Obligations in an aggregate amount of not less than the Default Requirement have become capable of being declared due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default or other similar condition or event (however described), other than a failure to make any required payment, in respect of the Bond Issuer under one or more Obligations.

Payment Requirement means USD 1,000,000 or the amount specified as such in the Confirmation for the applicable Credit Derivatives Transaction (or in each case, its equivalent in the Obligation Currency as of the occurrence of the relevant Failure to Pay or Potential Failure to Pay, as applicable).

Permitted Transfer means, with respect to a Qualifying Guarantee, a transfer to and the assumption by any single transferee of such Qualifying Guarantee (including by way of cancellation and execution of a new guarantee) on the same or substantially the same terms, in circumstances where there is also a transfer of all (or substantially all) of the assets of the Bond Issuer to the same single transferee.

Potential Failure to Pay means the failure by the Bond Issuer to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations in accordance with the terms of such Obligations at the time of such failure, without regard

to any grace period or any conditions precedent to the commencement of any grace period applicable to such Obligations.

Potential Repudiation/Moratorium means the occurrence of an event described in paragraph (i)(a) of the definition of Repudiation/Moratorium.

Qualifying Guarantee means a guarantee evidenced by a written instrument (which may include a statute or regulation), pursuant to which the Bond Issuer irrevocably agrees, undertakes, or is otherwise obliged to pay all amounts of principal and interest (except for amounts which are not covered due to the existence of a Fixed Cap) due under an Underlying Obligation for which the Underlying Obligor is the obligor, by guarantee of payment and not by guarantee of collection (or, in either case, any legal arrangement which is equivalent thereto in form under the relevant governing law).

A Qualifying Guarantee shall not include any guarantee:

- (i) which is structured as a surety bond, financial guarantee insurance policy or letter of credit (or legal arrangement which is equivalent thereto in form); or
- (ii) pursuant to the terms applicable thereto, the principal payment obligations of the Bond Issuer can be discharged, released, reduced, assigned or otherwise altered as a result of the occurrence or non-occurrence of an event or circumstance, in each case other than:
 - (a) by payment;
 - (b) by way of Permitted Transfer;
 - (c) by operation of law;
 - (d) due to the existence of a Fixed Cap; or
 - (e) due to:
 - (A) provisions permitting or anticipating a Governmental Intervention, if "*Financial Reference Entity Terms*" is specified as applicable in the related Confirmation; or
 - (B) any Solvency Capital Provisions, if "*Subordinated European Insurance Terms*" is specified as applicable in the related Confirmation.

If the guarantee or Underlying Obligation contains provisions relating to the discharge, release, reduction, assignment or other alteration of the principal payment obligations of the Bond Issuer and such provisions have ceased to apply or are suspended at the time of the relevant determination, in accordance with the terms of such guarantee or Underlying Obligation, due to or following the occurrence of (I) a non-payment in respect of the guarantee or the Underlying Obligation, or (II) an event of the type described in the definition of Bankruptcy in respect of the Bond Issuer or the Underlying Obligor, then it shall be deemed for these purposes that such cessation or suspension is permanent, notwithstanding the terms of the guarantee or Underlying Obligation.

In order for a guarantee to constitute a Qualifying Guarantee:

- (ii) the benefit of such guarantee must be capable of being Delivered together with the Delivery of the Underlying Obligation; and

- (iii) if a guarantee contains a Fixed Cap, all claims to any amounts which are subject to such Fixed Cap must be capable of being Delivered together with the Delivery of such guarantee.

Qualifying Affiliate Guarantee means a Qualifying Guarantee provided by the Bond Issuer in respect of an Underlying Obligation of a Downstream Affiliate of the Bond Issuer.

Reference Obligation means each obligation specified as such or of a type described in the related Confirmation.

Relevant Guarantee means a Qualifying Affiliate Guarantee or, if "All Guarantees" is specified as applicable in the related Confirmation, a Qualifying Guarantee.

Repudiation/Moratorium means the occurrence of both of the following events: (i) an authorised officer of the Bond Issuer or a Governmental Authority (a) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more Obligations in an aggregate amount of not less than the Default Requirement or (b) declares or imposes a moratorium, standstill, roll over or deferral, whether *de facto* or *de jure*, with respect to one or more Obligations in an aggregate amount of not less than the Default Requirement and (ii) a Failure to Pay, determined without regard to the Payment Requirement, or a Restructuring, determined without regard to the Default Requirement, with respect to any such Obligation occurs on or prior to the Repudiation/Moratorium Evaluation Date.

Repudiation/Moratorium Evaluation Date means, if a Potential Repudiation/Moratorium occurs on or prior to the date that is fourteen calendar days after the Scheduled Termination Date, (i) if the Obligations to which such Potential Repudiation/Moratorium relates include Bonds, the date that is the later of (A) the date that is 60 days after the date of such Potential Repudiation/Moratorium and (B) the first payment date under any such Bond after the date of such Potential Repudiation/Moratorium (or, if later, the expiration date of any applicable Grace Period in respect of such payment date) and (ii) if the Obligations to which such Potential Repudiation/Moratorium relates do not include Bonds, the date that is 60 days after the date of such Potential Repudiation/Moratorium; provided that, in either case, the Repudiation/Moratorium Evaluation Date shall occur no later than the Scheduled Termination Date unless the Repudiation/Moratorium Extension Condition is satisfied.

Repudiation/Moratorium Extension Condition means a condition that is satisfied:

- (A) if the DC Secretary publicly announces, pursuant to a valid request that was delivered and effectively received on or prior to the Scheduled Expiration Date, that the relevant Credit Derivatives Determinations Committee has Resolved that an event that constitutes a Potential Repudiation/Moratorium for purposes of the relevant Credit Derivatives Transaction has occurred with respect to an Obligation of the Bond Issuer and that such event occurred on or prior to the Scheduled Termination Date, or
- (B) otherwise, by the delivery by the Notifying Party to the other party of a Repudiation/Moratorium Extension Notice and unless Notice of Publicly Available Information is specified as "*Not applicable*" in the related Confirmation, a Notice of Publicly Available Information that are each effective on or prior to the date that is fourteen calendar days after the Scheduled Termination Date.

In all cases, the Repudiation/Moratorium Extension Condition will be deemed not to have been satisfied, or not capable of being satisfied, if, or to the extent that, the DC Secretary publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved that either (i) an event does not constitute a Potential Repudiation/Moratorium for purposes of the relevant Credit Derivatives

Transaction with respect to an Obligation of the Bond Issuer or (ii) an event that constitutes a Potential Repudiation/Moratorium for purposes of the relevant Credit Derivatives Transaction has occurred with respect to an Obligation of the Bond Issuer but that such event occurred after the Scheduled Termination Date.

Repudiation/Moratorium Extension Notice means an irrevocable notice from the Notifying Party to the other party that describes a Potential Repudiation/Moratorium that occurred on or prior to the Scheduled Termination Date. A Repudiation/Moratorium Extension Notice must contain a description in reasonable detail of the facts relevant to the determination that a Potential Repudiation/Moratorium has occurred and indicate the date of the occurrence. The Potential Repudiation/Moratorium that is the subject of the Repudiation/Moratorium Extension Notice need not be continuing on the date the Repudiation/Moratorium Extension Notice is effective.

Resolve has the meaning given to it in the DC Rules, and “*Resolved*” and “*Resolves*” shall be construed accordingly.

Restructuring means that:

- (A) with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs in a form that binds all holders of such Obligation, is agreed between the Bond Issuer or a Governmental Authority and a sufficient number of holders of such Obligation to bind all holders of the Obligation or is announced (or otherwise decreed) by the Bond Issuer or a Governmental Authority in a form that binds all holders of such Obligation (including, in each case, in respect of Bonds only, by way of an exchange) and such event is not expressly provided for under the terms of such Obligation in effect as of the later of the credit event backstop date in accordance with the Definitions and the date as of which such Obligation is issued or incurred:
 - (1) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);
 - (2) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);
 - (3) a postponement or other deferral of a date or dates for either (a) the payment or accrual of interest, or (b) the payment of principal or premium;
 - (4) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation; or
 - (5) any change in the currency of any payment of interest, principal or premium to any currency other than the lawful currency of Canada, Japan, Switzerland, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).
- (B) Notwithstanding the provisions of paragraph (A) above, none of the following will constitute a Restructuring:
 - (1) the payment in euros of interest, principal or premium in relation to an Obligation denominated in a currency of a Member State of the European Union that adopts or

- has adopted the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union;
- (2) the redenomination from euros into another currency, if (i) the redenomination occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority and (ii) a freely available market rate of conversion between euros and such other currency existed at the time of such redenomination and there is no reduction in the rate or amount of interest, principal or premium payable, as determined by reference to such freely available market rate of conversion;
 - (3) the occurrence of, agreement to or announcement of any of the events described in paragraphs (A)(1) to (A)(5) above, due to an administrative adjustment, accounting adjustment or tax adjustment or other technical adjustment occurring in the ordinary course of business; and
 - (4) the occurrence of, agreement to or announcement of any of the events described in paragraphs (A)(1) to (A)(5) above in circumstances where such event does not directly or indirectly result from a deterioration in the creditworthiness or financial condition of the Bond Issuer, provided that in respect of paragraph (A)(5) above only, no such deterioration in the creditworthiness or financial condition of the Bond Issuer is required where the redenomination is from euros into another currency and occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority.
- (C) For the purposes of paragraphs (A) and (B) above and Multiple Holder Obligation, the term Obligation shall be deemed to include Underlying Obligations for which the Bond Issuer is acting as provider of a Guarantee. In the case of a Guarantee and an Underlying Obligation, references to the Bond Issuer in paragraph (A) above shall be deemed to refer to the Underlying Obligor and the reference to the Bond Issuer in paragraph (B) above shall continue to refer to the Bond Issuer.
- (D) If an exchange has occurred, the determination as to whether one of the events described under paragraphs (A)(1) to (A)(5) above has occurred will be based on a comparison of the terms of the Bond immediately prior to such exchange and the terms of the resulting obligations immediately following such exchange.
- (E) Unless Multiple Holder Obligation is specified as not applicable in the related Confirmation, then, notwithstanding anything to the contrary above, the occurrence of, agreement to or announcement of any of the events described in paragraphs (A)(1) to (A)(5) above shall not be a Restructuring unless the Obligation in respect of any such events is a Multiple Holder Obligation.

Seller means the party specified as such in the related Confirmation.

Subordination means, with respect to an obligation (the **Second Obligation**) and another obligation of the Bond Issuer to which such obligation is being compared (the **First Obligation**), a contractual, trust or similar arrangement providing that (i) upon the liquidation, dissolution, reorganisation or winding-up of the Bond Issuer, claims of the holders of the First Obligation are required to be satisfied prior to the claims of the holders of the Second Obligation or (ii) the holders of the Second Obligation will not be

entitled to receive or retain payments in respect of their claims against the Bond Issuer at any time that the Bond Issuer is in payment arrears or is otherwise in default under the First Obligation, as more fully described in the Definitions.

Scheduled Expiration Date means the date specified as such in the applicable Final Terms.

Scheduled Termination Date means the date specified as such in the related Confirmation.

Solvency Capital Provisions means any terms in an obligation which permit the Bond Issuer's payment obligations thereunder to be deferred, suspended, cancelled, converted, reduced or otherwise varied and which are necessary in order for the obligation to constitute capital resources of a particular tier.

Underlying Obligation means, with respect to a guarantee, the obligation which is the subject of the guarantee.

Underlying Obligor means with respect to an Underlying Obligation, the issuer in the case of a Bond, the borrower in the case of a Loan, or the principal obligor in the case of any other Underlying Obligation.

Voting Shares means the shares or other interests that have the power to elect the board of directors or similar governing body of an entity.

ADDITIONAL TERMS AND CONDITIONS FOR ETP LINKED WARRANTS

The provisions of these Additional Terms and Conditions for ETP Linked Warrants apply if the applicable Final Terms specify that the clause "*Type of Warrants*" is stated as being "*ETP Linked Warrants*".

References in these Additional Terms and Conditions for ETP Linked Warrants to a "Condition" or "these Additional Terms and Conditions" shall be construed as a reference to the relevant conditions in these Additional Terms and Conditions for ETP Linked Warrants unless otherwise specified herein.

For the purpose of the Additional Terms and Conditions for ETP Linked Warrants the following terms in Condition 5.14 shall be amended as follows:

- Hedge Positions as used in Condition 5.14 means Hypothetical Hedge Positions;
- Optional Hedge Positions as used in Condition 5.14 means Optional Hypothetical Hedge Positions.

1. GENERAL DEFINITIONS

Averaging Date means, in respect of a Valuation Date and an ETP, each date specified as such in the applicable Final Terms for the purpose of determining an average (or if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day) unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of Condition 3 of these Additional Terms and Conditions.

Basket means a basket composed of ETPs (each an Underlying) in the relevant proportions as numbers of ETPs specified in the applicable Final Terms.

Business Day has the meaning given to it in Condition 3 of the General Terms and Conditions. For the avoidance of doubt, it means, in respect of any city, any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in that city.

Calculation Agent means the person or entity specified as such in Condition 10 of the General Terms and Conditions. Whenever a Calculation Agent is required to act or to exercise judgment in any way, it will do so in good faith and in a commercially reasonable manner.

Closing Price means, in respect of an ETP:

- (a) if such ETP is traded on the Tokyo Stock Exchange or the Osaka Securities Exchange, the last traded price of such ETP for the day quoted by the Exchange, provided however, that if there is a closing special quote on such ETP quoted by the Exchange (*tokubetsu kehaine*), such quote shall be deemed to be the relevant Closing Price;
- (b) if such ETP is traded on the Italian Stock Exchange (Borsa Italiana S.p.A.), the Prezzo di Riferimento, which means the price as published by Borsa Italiana S.p.A. at the close of trading and having the meaning ascribed thereto in the Rules of the markets organised and managed by Borsa Italiana S.p.A., as such Rules may be amended by Borsa Italiana S.p.A. from time to time;
- (c) if such ETP is traded on the Nasdaq, the NASDAQ Official Closing Price (NOCP) as of the relevant Valuation Time on the Valuation Date as reported in the official real-time price dissemination mechanism for the Exchange;
- (d) in any other case, the official closing price of such ETP on the relevant Exchange;

in any case as adjusted (if applicable) pursuant to the provisions of Condition 2 of these Additional Terms and Conditions.

Disrupted Day means, in relation to an ETP (or, in the case of a Basket of ETP, in respect of any ETP comprising the Basket and observed separately) any Scheduled Trading Day on which (a) a relevant

Exchange or Related Exchange fails to open for trading during its regular trading session or (b) a Market Disruption Event has occurred.

ETP means, the exchange-traded product (with the exclusion of ETFs) (or the exchange-traded products in case of a Basket) specified as Underlying in the applicable Final Terms, subject to adjustment pursuant to the provisions of Condition 3 of these Additional Terms and Conditions.

ETP Documents means, in respect of any ETP, the constitutive and governing documents and other agreements of the ETP specifying the terms and conditions relating to such ETP.

ETP Issuer means the legal entity which issued the ETP.

Exchange(s) means, in respect of an ETP, the corresponding exchange or quotation system specified in the applicable Final Terms, or any successor exchange or quotation system or any substitute exchange or quotation system to which trading in the ETP has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such ETP, on such temporary substitute exchange or quotation system as on the original Exchange).

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

Full Liquidation Date means, in respect of the Settlement Date, the date on which the liquidation proceeds of the Hypothetical Hedge Positions (including inter alia by satisfying any obligations or liabilities in place with respect to or part of such Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of such Hypothetical Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hypothetical Investor.

Hypothetical Hedge Positions means any purchase, sale, entry into or maintenance, by a Hypothetical Investor, of one or more (a) positions or contracts in ETPs, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer's obligations under the Warrants linked to or indexed to the relevant ETP due on the Settlement Date apportioned pro rata to each outstanding Warrant provided that, if the Intermediate Full Liquidation Date and/or the Optional Full Liquidation Date has not occurred on or before the fourth Business Day preceding the Settlement Date, then Hypothetical Hedge Positions will include the Optional Hypothetical Hedge Positions.

Hypothetical Investor means, with respect to the Hypothetical Hedge Positions, a hypothetical investor in such Hypothetical Hedge Positions (including the ETPs), located in France (which for the avoidance of doubt may be Societe Generale or any of its affiliates), and deemed, in respect of the Hypothetical Hedge Positions constituted by the ETPs, to have (a) the benefits and obligations, as provided under the ETP Documents, of an investor holding ETPs; (b) in the case of any deemed redemption of such ETP, to have submitted a Valid Order requesting redemption of ETPs; and (c) in the case of any deemed investment in such ETP (when such ETPs are open-ended), to have submitted a Valid Order requesting subscription of ETPs.

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

Market Disruption Event means, in respect of an ETP, the occurrence or existence of (a) a Trading Disruption, (b) an Exchange Disruption which, in either case, the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time or (c) an Early Closure. For the purpose hereof:

- A. **Trading Disruption** means, in respect of an ETP, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise relating to the ETP on the Exchange or (b) in futures or options contracts relating to the ETP on any relevant Related Exchange;
- B. **Exchange Disruption** means, in respect of an ETP, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for the ETP on the Exchange or futures or options contracts relating to the ETP on any relevant Related Exchange; and
- C. **Early Closure** means, the closure on any Exchange Business Day of in the case of an ETP, the relevant Exchange or any Related Exchange, prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (x) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (y) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

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

Relevant Spot Exchange Rate means, in respect of a date and an amount to be converted into the Settlement Currency, the rate of exchange of the currency in which such amount is denominated into the Settlement Currency used to convert such amount on such date into the Settlement Currency as determined by the Calculation Agent.

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

Scheduled Trading Day means, in respect of an ETP (or, in the case of a Basket of ETPs, in respect of any ETP comprising the Basket and observed separately), any day on which each Exchange and each Related Exchange, if any, are scheduled to be open for trading for their respective regular trading session.

Settlement Disruption Event means, that an Optional Full Liquidation Date and/or the Full Liquidation Date has not occurred on or before the fourth Business Day preceding the Settlement Date.

Valid Order means, a valid and timely subscription or redemption order sent to the ETP Issuer or the ETP advisor or agent that generally accepts such order, in accordance with the subscription or redemption notice period and the relevant cut off time as set forth in the ETP Documents.

Valuation Date means, in respect of an ETP, each date specified as such in the applicable Final Terms (or, if such date is not a Scheduled Trading Day for such ETP, the next following Scheduled Trading Day), unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of Condition 2 of these Additional Terms and Conditions.

Valuation Time means, in respect of an ETP, the Scheduled Closing Time provided however that if the Exchange closes prior to its Scheduled Closing Time, the Valuation Time shall be the actual closing time of the Exchange.

2 CONSEQUENCES OF DISRUPTED DAYS

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

- A. that eighth Scheduled Trading Day shall be deemed to be the Valuation Date or Averaging Date, for the ETP notwithstanding the fact that such day is a Disrupted Day, and
- B. the Calculation Agent shall determine in good faith with respect of an ETP, its estimate of the value of the ETP as of the Valuation Time on that eighth Scheduled Trading Day in accordance with the formula for and method of calculating that ETP last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on that eighth Scheduled Trading Day of each security comprised in the ETP (or if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on that eighth Scheduled Trading Day, its good faith estimate of the value of the relevant security as of the Valuation Time on that eighth Scheduled Trading Day) and the good faith estimate of the value of the ETP so calculated shall be deemed the Closing Price;

Provided that if the ETP is included in a Basket, the hereabove provisions shall apply only to the ETP affected by the occurrence of a Disrupted Day and the Valuation Date or the Averaging Date for each ETP not affected by a Disrupted Day shall be the Scheduled Valuation Date or the Scheduled Averaging Date;

provided however that,

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

provided however that, in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Swedish Central Securities Depository (Euroclear Sweden AB), the Norwegian Central Securities Depository (Verdipapirsentralen ASA) or the Finnish Central Securities

Depository (Euroclear Finland Ltd), all references to the word "fourth" above shall be deemed to be references to the word "twelfth".

3. POTENTIAL ADJUSTMENT EVENTS - EXTRAORDINARY EVENTS RELATING TO ANY ETP ISSUER AND/OR ANY ETP - DISRUPTION EVENTS RELATING TO ANY ETP ISSUER AND/OR ANY ETP - MATURITY DISRUPTION EVENT RELATING TO ANY ETP ISSUER AND/OR ANY ETP - MONETISATION UNTIL THE EXPIRATION DATE

3.1 Potential Adjustment Events

In the case of the occurrence at any time on or after the Issue Date of any event affecting an ETP Issuer or the value of the relevant ETP including, without limitation:

- A. a subdivision, consolidation or reclassification of the relevant number of ETPs, or a free distribution of any such ETPs to existing holders by way of bonus, capitalization or similar issue;
- B. a distribution or issue to existing holders of the relevant ETPs of (a) an additional quantity of such ETP, or (b) other securities granting the right to payment of distributions and/or the proceeds of liquidation of the ETP Issuer equally or proportionately with such payments to holders of such ETPs, or (c) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the ETP Issuer as a result of a spin-off or other similar transaction, or (d) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- C. an extraordinary income distribution;
- D. a repurchase by the ETP Issuer of relevant ETPs whether the consideration for such repurchase is cash, securities or otherwise, other than in respect of a redemption of ETPs initiated by an investor in such ETPs that is consistent with the ETP Documents; or
- E. any other event that may have a diluting or concentrative effect on the theoretical value of the relevant ETPs or quantity of ETPs;

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

3.2 Extraordinary Events relating to any ETP Issuer and/or any ETP

Upon the occurrence or likely occurrence, as determined by the Calculation Agent, of any of the following events (each an **Extraordinary Event**) on or after the Issue Date:

- A. **Change in Law** means, that (a) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any law or regulation in respect of tax, solvency or capital requirements), or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines that (x) it has become illegal for a Hypothetical Investor to hold, acquire or dispose of the Hypothetical Hedge Positions or Optional Hypothetical Hedge Positions (including the relevant ETPs) or it has become illegal to maintain the agreement entered into by Societe Generale or any of its affiliates with the ETP Issuer or an ETP advisor mentioned in "Breach or Termination of Agreement" in (B) below, or (y) Societe Generale or any of its affiliates will incur a materially increased cost in performing its obligations under such Warrants or the agreement entered into by Societe Generale or any of its affiliates or the Issuer of the Warrants with the ETP Issuer or the ETP advisor mentioned in "Breach or Termination of Agreement" in (B) below (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position);
- B. **Breach or Termination of Agreement** means, any failure by the ETP Issuer or an ETP advisor, as the case may be, to comply with or perform any agreement entered into by the ETP or an ETP

advisor with Societe Generale or any of its affiliates, defining the terms and conditions at which Societe Generale or any of its affiliates may make subscriptions and/or redemptions in the ETPs (as the case may be, different from the subscriptions and redemptions terms then prevailing pursuant to the ETP Documents), including as the case may be the rebates of management fees to be paid to Societe Generale or any of its affiliates, the termination of such agreement by the ETP Issuer or an ETP advisor for reasons beyond the control of Societe Generale or any of its affiliates or the failing or ceasing of such agreement to be in full force and effect or the ETP Issuer or the ETP advisor disaffirms, disclaims, repudiates or rejects in whole or in part or challenges the validity of such agreement;

- C. **Closure of the ETP Issuer** means, liquidation, winding up or dissolution of the ETP Issuer for any reason other than those mentioned in (F) or (K) below;
- D. **ETP advisor assets Event** means, that the Calculation Agent determines that over a period of twelve months, the total value of the assets managed by the ETP advisor (including the ETP Issuer) has decreased by 50 per cent. (either due to redemptions or decrease in value of such assets);
- E. **ETP Hedging Disruption** means, that a Hypothetical Investor is unable or it is impractical for a Hypothetical Investor, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any Hypothetical Hedge Positions or Optional Hypothetical Hedge Positions or (b) realize, recover or remit the proceeds of any such Hypothetical Hedge Positions, without limitation, where such inability or impracticability has arisen by reason of (i) the restriction on the amount or number of redemptions or subscriptions that the ETP Issuer (or the ETP advisor or agent generally in charge of accepting the redemption or subscriptions orders) will accept in relation to a single date on which the ETP Issuer normally accepts redemption orders (a gate), (ii) the suspension for any reason of the subscription or redemption orders by the ETP Issuer (or the ETP advisor or agent generally in charge of accepting the subscription and redemption orders), or (iii) the postponement of the payment of the balance of redemption proceeds to a date occurring after the financial statements of the ETP Issuer have been reviewed by the ETP Issuer's statutory auditors (holdback), or increase in charges or fees imposed by the relevant ETP Issuer or (iv) any mandatory redemption, in whole or in part, of such ETP imposed by the relevant ETP Issuer, in each case whether these events are imposed by the ETP Issuer without being envisaged in the ETP Documents on the Issue Date of the Warrants or are already envisaged by the ETP Documents on the Issue Date of the Warrants and are solely implemented by the ETP Issuer after such date;
- F. **ETP Issuer Insolvency Event** means, in respect of any ETP, that the related ETP Issuer (a) is dissolved or has a resolution passed for its dissolution, winding-up, official liquidation (other than pursuant to a consolidation, amalgamation or merger); (b) makes a general assignment or arrangement with or for the benefit of its creditors, (c) (i) institutes or has been instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organization or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (ii) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in clause (i) above and either (x) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (y) is not dismissed, discharged, stayed or restrained in each case within fifteen days of the institution or presentation thereof; (d) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (e) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment,

sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within fifteen days thereafter; or (f) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (e) through (f) above; provided that this event is applicable to the ETP Issuer only;

- G. **ETP Issuer Modification** means, any change or modification of the related ETP Documents prevailing on the Issue Date of the Warrants, that could reasonably be expected to affect the value of such ETP or the rights or remedies of any holders thereof (including but not limited to an open-ended ETP that becomes a closed-end ETP), as determined by the Calculation Agent;
- H. **ETP advisor Event** means: (a) a change, resignation, termination or replacement of any ETP advisor, (b) a change of control or indirect control of any ETP advisor, (c) any of the ETP advisor is subject to an **ETP advisor Insolvency Event**, where "ETP advisor Insolvency Event" has the same meaning as ETP Issuer Insolvency Event described in (F) above, except that ETP Issuer is replaced by ETP advisor or (d) in the reasonable opinion of the Calculation Agent, any of the ETP advisors is no longer deemed able to carry out its business with the standard of care which was prevailing on the Issue Date or the resignation, termination, replacement, or death of any person deemed to be key in the management of the ETP Issuer has occurred;
- I. **Holding Ratio** means, the reduction of the ETP's aggregate value under an amount that, in the reasonable opinion of the Calculation Agent, has, or is likely to have, a significant effect on the management conditions of the ETP and/or its operating expenses or would increase the proportion of ETPs held, or likely to be held, by a Hypothetical Investor, or any funds managed by Societe Generale or any of its affiliates, to such extent that the full redemption in one single Valid Order of the ETPs held by a Hypothetical Investor or funds managed by the same, is likely to be impaired;
- J. **Increased Cost of Hedging** means, that a Hypothetical Investor would incur a materially increased (as compared with circumstances existing on the Issue Date of the Warrants) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any Hypothetical Hedge Positions or Optional Hypothetical Hedge Positions or (b) realize, recover or remit the proceeds of any such Hypothetical Hedge Positions or Optional Hypothetical Hedge Positions, provided that, assuming the Hypothetical Investor is Societe Generale or any of its affiliates, any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Societe Generale or any of its affiliates shall not be deemed an Increased Cost of Hedging;
- K. **Insolvency** means, that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting an ETP Issuer, (a) all the ETPs of that ETP Issuer are required to be transferred to a trustee, liquidator or other similar official or (b) holders of the ETPs of that ETP Issuer become legally prohibited from transferring or redeeming them;
- L. **Liquidity Modification** means, that the ETP Issuer modifies the terms and conditions at which subscription and/or redemption orders can be submitted or are settled by the ETP Issuer as provided in the ETP Documents as of the Issue Date of the Warrants or implements a modification of the conditions at which subscription and/or redemption orders can be submitted or are settled by the ETP Issuer regardless as to whether the principle of such modification was already envisaged in the ETP Documents as of the Issue Date of the Warrants;
- M. **Merger Event** means, the conversion of the ETP into another class of ETPs or securities, or the split of the ETP Issuer, its consolidation or its merger with, or its sale or its conveyance of all or substantially all its assets to, a third party;

- N. **Regulatory Action** means, with respect to any ETP, (a) cancellation, suspension or revocation of the registration or approval of such ETP or the related ETP Issuer by any governmental, legal or regulatory entity with authority over such ETP or ETP Issuer, (b) any change in the legal, tax, accounting, or regulatory treatments of the relevant ETP Issuer or its ETP advisor that is reasonably likely to have an adverse impact on the value of such ETP or on any investor therein (as determined by the Calculation Agent), or (c) the related ETP Issuer or any of its ETP advisor becoming subject to any investigation, proceeding or litigation by any relevant governmental, legal or regulatory authority involving the alleged violation of applicable law for any activities relating to or resulting from the operation of such ETP Issuer or ETP advisor;
- O. **Reporting Disruption** means, in respect of any ETP, any failure of the related ETP Issuer to deliver, or cause to be delivered, (a) information that such ETP Issuer has agreed to deliver, or cause to be delivered to a Hypothetical Investor or (b) information that has been previously delivered to a Hypothetical Investor in accordance with such ETP Issuer, or its authorized representative's, normal practice and that the Calculation Agent deems necessary to monitor such ETP Issuer's compliance with any investment guidelines, asset allocation methodologies or any other similar policies relating to such ETPs;
- P. **Strategy Breach** means: (a) any breach or violation of any strategy or investment guidelines stated in the related ETP Documents, that is reasonably likely to affect the value of the ETPs or the rights or remedies of any holders thereof, in each case, as determined by the Calculation Agent or (b) any material modification, as determined by the Calculation Agent, of the risk profile of the ETP Issuer from its risk profile prevailing on the Issue Date of the Warrants by reason of, but not limited to, the modification of the proportions, or reduction of diversification, of the type of assets in which the ETP Issuer invests or a reduction of the average liquidity of the assets of the ETP Issuer;
- Q. **Holding Limit** means, assuming the Hypothetical Investor is Société Générale or any of its affiliates, that Société Générale and any of its affiliates, in aggregate hold, an interest in any one restricted ETP constituting or likely to constitute (directly or indirectly) ownership, control or the power to vote 25% or more of any class of voting securities, of such ETP as determined by Société Générale. A "restricted ETP" for the purpose of this definition, means those assets subject to internal monitoring by Société Générale for purposes of its compliance with restrictions imposed by the Volcker Rule. As used herein, the "Volcker Rule" means the amendments to the Bank Holding Company Act of 1956 made by Section 619 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, including any requests, regulations, rules, guidelines or directives made by the relevant governmental authority under, or issued by the relevant governmental authority in connection with, such rule.

then the Calculation Agent may:

- W. consider such Extraordinary Event as an event triggering an early determination of the Warrants (hereafter, an **Early Termination Event**). In this case, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible after the Early Termination Event, (i) in the case of Cash Settled Warrants, an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions of the Warrants or (ii), in the case of Physical Delivery Warrants, subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Term and Conditions of the Warrants;
- X. in the case of Merger Event above only, replace the ETP by the kind and number of units or other securities and property receivable on such conversion, split, consolidation, merger, sale or conveyance by a holder of ETPs prior to such conversion, split, consolidation, merger, sale or conveyance for the purposes of determining the value of the ETP and make any adjustment (if necessary) to the value of such ETP;

Y. apply one of the following methods:

- (a) Monetisation until the Expiration Date (as defined in Condition 5.14 of the General Terms and Conditions), or
- (b) substitute the ETP affected by the Extraordinary Event (the **Affected ETP**) with an ETP (the **New ETP**) having an investment strategy and/or an economic payout similar to the investment strategy and/or the economic payout of the Affected ETP and adjust any relevant terms of the Warrants to preserve the economic equivalent of the obligations of the Issuer under the Warrants;

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

or, but only in the case of Increased Cost of Hedging:

Z in the case of Cash Settled Warrants, deduct (a) from the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or the Early Termination Settlement Amount (if any) due under the Warrants, as the case may be, on the payment date of the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount (if any) and (b) in the absence of any Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount in respect of the Warrants, from the Cash Settlement Amount due on the Settlement Date, in each case after the occurrence of the Increased Cost of Hedging, the amount of any new, or any increase of, any tax, duty, expense or fee, that triggered the occurrence of the Increased Cost of Hedging incurred by Societe Generale or any of its affiliates in relation to the Hypothetical Hedge Positions hedging the payment obligations of the Issuer under the Warrants, such amount to be apportioned pro rata amongst the outstanding Warrants (such reduction being the **Reduction Amount** and the result of such deduction being floored at zero); or

AA in the case of Physical Delivery Warrants, any Physical Delivery Amount, Event-Linked Early Settlement Price, Early Termination Physical Delivery Amount or Early Trigger Level Physical Delivery Amount which is calculated in connection with the Warrants shall be reduced by the Reduction Amount (subject to a floor of zero).

3.3. Disruption Events relating to any ETP Issuer and/or any ETP

Upon the occurrence or the likely occurrence, as determined by the Calculation Agent, of any of the following events (each a **Disruption Event**) in respect of a Valuation Date (the **Disrupted Day**) and an ETP Issuer or ETP (the **Affected ETP**):

- A. **Calculation and/or Publication Disruption** means, the occurrence of an event, beyond the control of a Hypothetical Investor (including in case of any gate, deferral, suspension or other provisions in the ETP Documents permitting the ETP Issuer to delay or refuse subscription and/or redemption orders) which precludes the calculation and/or publication of the official ETP Value by the ETP Issuer (or the ETP advisor or agent generally in charge of calculating such official ETP Value);
- B. **ETP Settlement Disruption** means, a failure by the ETP Issuer to pay in cash the full amount of the redemption proceeds on the date by which the ETP Issuer was scheduled to have paid such amount and which, in the determination of the Calculation Agent, makes it impossible or impracticable for the Calculation Agent to determine the Closing Price, including without limitation due to (a) the restriction on the amount or number of redemptions orders that the ETP Issuer (or the

ETP advisor or agent generally in charge of accepting redemption orders) will accept in relation to a single date on which the ETP Issuer normally accepts redemption orders (a gate), (b) the suspension for any reason of the subscription or redemption orders by the ETP Issuer (or the ETP advisor or agent generally in charge of accepting subscription and redemption orders); or

- C. **ETP Determination Disruption Event** means, the occurrence of any event (beyond the control of a Hypothetical Investor) other than the events mentioned in "*Calculation and/or Publication Disruption*" in (A) above or "*ETP Settlement Disruption*" in (B) above affecting such ETP which, in the determination of the Calculation Agent, makes it impossible or impracticable for the Calculation Agent to determine the Closing Price,

the Valuation Date, in respect of the Affected ETP, shall be postponed to the immediately following Business Day (as specified to be applicable in relation to such Valuation Date in the applicable Final Terms) that is no longer affected by a Disruption Event for such Affected ETP.

If a Disruption Event has occurred or is continuing on each of the five scheduled Business Days, following the Scheduled Valuation Date or if no Business Day, that is not affected by a Disruption Event has occurred at the latest on the thirty-fifth calendar day following the Scheduled Valuation Date, then the Calculation Agent may either:

- X. determine its good faith estimate of the ETP Value which shall be deemed to be the Closing Price in respect of such Valuation Date provided that if the Calculation Agent decides to make such determination, the Valuation Date shall occur no later than the earlier of (i) the Expiration Date and (ii) the fourth Business Day before the date of any payment to be made under the Warrants on the basis of such determination (except in respect of Uncertificated Nordic Warrants for which the determination shall be made pursuant to the provisions below");
- Y. consider such Disruption Event as an event triggering an early termination of the Warrants (hereafter, an **Early Termination Event**). In that case, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible after the Early Termination Event, (i) in the case of Cash Settled Warrants, an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions of the Warrants or (ii), in the case of Physical Delivery Warrants, subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Term and Conditions of the Warrants; or
- Z. apply one of the following methods:
- (a) Monetisation until the Expiration Date (as defined below), or
- (b) substitute the Affected ETP with an ETP (the New ETP) having an investment strategy and/or an economic payout similar to the investment strategy and/or the economic payout of the Affected ETP and adjust any relevant terms of the Warrants to preserve the economic equivalent of the obligations of the Issuer under the Warrants.

Notwithstanding the foregoing, a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) shall occur not later than the earlier of (i) the Expiration Date and (ii) the fourth Business Day before the date of any payment to be made under the Warrants on the basis of determinations made on such Valuation Date or Averaging Date; if a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) would fall less than the earlier of (i) the Expiration Date and (ii) the fourth Business Day prior to the date of any payment to be made under the Warrants on the basis of determinations made on such Valuation Date or Averaging Date, then the earlier of (i) the Expiration Date and (ii) that fourth Business Day shall be deemed the Valuation Date or Averaging Date and the Calculation Agent shall make, on that day the determinations described in (B) above at the latest as of the Valuation Time on the earlier of (i) the Expiration Date and (ii) such

fourth Business Day and the good faith estimate of the value of the ETP so calculated shall be deemed the Closing Price,

provided however that, in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Swedish Central Securities Depository (Euroclear Sweden AB), the Norwegian Central Securities Depository (Verdipapirsentralen ASA) or the Finnish Central Securities Depository (Euroclear Finland Ltd), all references to the word "fourth" above shall be deemed to be references to the word "twelfth".

3.4. Settlement Disruption Event relating to any ETP Issuer and/or any ETP

Upon the occurrence or the likely occurrence, as determined by the Calculation Agent, of a Settlement Disruption Event, the issuer shall:

- A. consider such event as an event triggering an early termination of the Warrants (hereafter, an **Early Termination Event**). In that case where an Early Termination Event occurs, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, (i) in the case of Cash Settled Warrants, an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions of the Warrants or (ii), in the case of Physical Delivery Warrants, subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Term and Conditions of the Warrants; or
- B. apply Monetisation until the Maturity Date (as defined in Condition 5.14 of the General Terms and Conditions).

ADDITIONAL TERMS AND CONDITIONS FOR NON EQUITY SECURITY LINKED WARRANTS

The provisions of these Additional Terms and Conditions for Non Equity Security Linked Warrants apply if the applicable Final Terms specify that the clause "*Type of Warrants*" is stated as being "*Non Equity Security Linked Warrants*".

References in these Additional Terms and Conditions for Non Equity Security Linked Warrants to a "Condition" or "these Additional Terms and Conditions" shall be construed as a reference to the relevant conditions in these Additional Terms and Conditions for Non Equity Security Linked Warrants unless otherwise specified herein.

1. GENERAL DEFINITIONS

Applicable Hedge Positions means, at any time, Hedge Positions that Société Générale or any of its affiliates determines that a Hypothetical Investor, acting in a commercially reasonable manner, would consider necessary to hedge the Warrants at that time.

Basket means, a basket composed of the Non Equity Securities (each an Underlying) in the relative proportions or numbers of Non Equity Securities specified in the applicable Final Terms.

Business Day has the meaning given to it in Condition 3 of the General Terms and Conditions of the Warrants.

Calculation Agent means the person or entity specified as such in Condition 10 of the General Terms and Conditions of the Warrants. Whenever a Calculation Agent is required to act or to exercise judgment in any way, it will do so in good faith and in a commercially reasonable manner.

Closing Price means, in respect of a Non Equity Security:

- A. being a note, a debt instrument, a certificate or an over-the-counter derivative product, the fair market value of such Non Equity Security, as determined by the Calculation Agent in good faith and in a commercially reasonable manner;
- B. in respect of a Non Equity Security being an option contract negotiated or any other instrument on an organised market, the official settlement price (however described under the rules of the relevant related exchange or its clearing house) of such option contract published by the related exchange or its clearing house;

and adjusted (if applicable) pursuant to the provisions of Condition 2 of these Additional Terms and Conditions.

Hedge Positions means any purchase, sale, entry into or maintenance, by Société Générale or any of its affiliate, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) any cash deposits or cash borrowing and/or (d) other instruments, arrangements, assets or liabilities howsoever described in order to hedge, individually or on a portfolio basis, the part of Société Générale or any of its affiliates' obligation under the Warrants or any agreement entered into with Société Générale or any of its affiliates by the Issuer in relation to the Warrants.

Holding Limit Event means, assuming the Hypothetical Investor is Société Générale or any of its affiliates, that Société Générale and any of its affiliates, in aggregate hold, an interest in any one restricted any one restricted Non Equity Security or issuance of Non Equity Security constituting or likely

to constitute (directly or indirectly) ownership, control or the power to vote 25% or more of any class of voting securities, of the issuer of such Non Equity Security as determined by Société Générale. A “restricted Non Equity Security or issuance of Non Equity Security” for the purpose of this definition, means those assets subject to internal monitoring by Société Générale for purposes of its compliance with restrictions imposed by the Volcker Rule. As used herein, the “Volcker Rule” means the amendments to the Bank Holding Company Act of 1956 made by Section 619 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, including any requests, regulations, rules, guidelines or directives made by the relevant governmental authority under, or issued by the relevant governmental authority in connection with, such rule.

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

Intraday Price means, in respect of a Non Equity Security being an option contract or any other instrument negotiated on an organised market, the price or level of such Non Equity Security at any time during a trading session published by the related exchange or its clearing house, including the Closing Price.

Local Jurisdiction means, in respect of a Non Equity Securities, the jurisdiction in which the relevant Exchange is located.

Local Taxes means, in respect of a Non Equity Securities, taxes, duties and similar charges (in each case, including interest and penalties thereon) imposed by the taxing authority in any jurisdiction, that would be withheld from or paid or otherwise incurred by a Hypothetical Investor in connection with any Applicable Hedge Positions, excluding any corporate income taxes levied on the overall net income of the Hypothetical Investor.

Non Equity Security means, a note, a certificate, an over-the-counter derivative product, an option contract or any other instrument negotiated on an organised market (or the notes, the certificates, the over-the-counter derivative products, the option contracts or any other instrument negotiated on an organised market in case of a Basket), specified as Underlying in the applicable Final Terms, subject to adjustments pursuant to the provisions of Condition 2.1 of these Additional Terms and Conditions.

Relevant Jurisdiction means, in respect of a Non Equity Securities, the relevant authorities in the jurisdiction of incorporation or organisation of the issuer of any component security.

Tax Residence Jurisdiction means, in respect of a Non Equity Securities, the Local Jurisdiction or any jurisdiction of tax residence of the issuer and in respect of a Non Equity Securities, the Local Jurisdiction or any jurisdiction of tax residence of any issuer of a component security.

Valuation Date means, any date specified as such in the applicable Final Terms.

2. ADJUSTMENTS AND EXTRAORDINARY EVENTS - HEDGING DISRUPTION, INCREASED COST OF HEDGING AND CONSEQUENCES - CHANGE IN LAW AND CONSEQUENCES

2.1 Adjustments and Extraordinary Events

In case of the occurrence at any time on or prior to the last Valuation Date of (i) the material or substantial modifications of the conditions of any Non Equity Security or (ii) any event or any change affecting any Non Equity Security or (iii) a Holding Limit Event in respect of any Non Equity Security (in each case, the **Affected Non Equity Security**) (such as but not limited to definitive interruption of quotation of this Affected Non Equity Security or termination of the obligations of the Issuer of this Affected Non Equity Security under the Affected Non Equity Security for any reason, including the early redemption of the Affected Non Equity Security) and that (in the case of (i) or (ii)), in the reasonable opinion of the Calculation Agent, is likely to have a significant effect on the value of the Affected Non Equity Security, then, the Calculation Agent may:

- A. adjust any terms of the Warrants, it determines appropriate, in order to take into account the economic effect on the Warrants of such event; or
- B. substitute the Affected Non Equity Security with a new underlying asset;
- C. consider such event as an event triggering an early termination of the Warrants. In that case, the Issuer shall terminate its obligations under the Warrants and as soon as possible after the occurrence of the event: (i) in the case of Cash Settled Warrants, pay an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (ii) in the case of Physical Delivery Warrants, subject to payment of the Exercise Price divided, if applicable, by the Parity, deliver Deliverable Assets in an amount equal to the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions; or
- D. apply the Monetisation until the Expiration Date (as defined in Condition 5.14 of the General Terms and Conditions).

2.2 Hedging Disruption, Increased Cost of Hedging and consequences - Change in Law and consequences

Change in Law means in respect of Warrants that have one or more Non Equity Security(ies) that, on or after the first to occur of (a) the Issue Date and (b) the first Valuation Date of the Warrants (i) due to the adoption of any change in any applicable law or regulation (including without limitation, any law or regulation in respect of tax, solvency or capital requirements) or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal for Société Générale or any of its affiliates to hold, acquire or dispose of Hedge Positions or to maintain the agreement entered into with Société Générale or any of its affiliates by the Issuer of the Warrants, relating to the Underlying of the Warrants (the **Affected Underlying**).

Hedging Disruption means, in respect of Warrants that have one or more Non Equity Security(ies) as Underlying(s), that Société Générale or any of its affiliates is unable, after using commercially reasonable efforts, to either (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk including, but not limited to, the currency risk) of entering into and performing its obligations with respect to the Warrants or the agreement entered into with Société Générale or any of its affiliates by the Issuer of the Warrants; or (b) freely realize, recover, receive, repatriate, remit or transfer the proceeds of Hedge Positions as the case may be between accounts within the jurisdiction of the Hedge Positions (the **Affected Jurisdiction**) or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction.

Increased Cost of Hedging means, in respect of Warrants that have one or more Non Equity Security(ies) as Underlying(s), that Société Générale or any of its affiliates would incur a materially increased (as compared with circumstances existing on the date(s) on which Société Générale or any of its affiliates enters into the Hedge Positions in respect of the Warrants) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk of entering into and performing its obligations with respect to the Warrants or any agreement entered into with Société Générale or any of its affiliates by the Issuer in relation to the Warrants or (b) freely realize, recover or remit the proceeds of its Hedge Positions.

In case of the occurrence of a Change in Law, an Hedging Disruption or an Increased Cost of Hedging relating to a Non Equity Security (the **Affected Underlying**), the Calculation Agent may:

- A. consider such event as an event triggering an early termination of the Warrants (hereafter, an **Early Termination Event**). In that case, the Issuer shall terminate its obligations under the Warrants and shall pay or deliver, as the case may be, (i) in the case of Cash Settled Warrants, an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (ii), in the case of Physical Delivery Warrants, subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions;
- B. substitute the Affected Underlying with a new underlying asset; or
- C. apply the Monetisation until the Settlement Date (as defined in Condition 5.14 of the General Terms and Conditions);

or, but only in the case of Increased Cost of Hedging;

- D. in the case of Cash Settled Warrants, deduct (a) from the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or the Early Termination Settlement Amount (if any) due under the Warrants, as the case may be, on the payment date of the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount (if any) and (b) in the absence of any Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount in respect of the Warrants, from the Cash Settlement Amount due on the Settlement Date, in each case after the occurrence of the Increased Cost of Hedging, the amount of any new, or any increase of, any tax, duty, expense or fee, that triggered the occurrence of the Increased Cost of Hedging incurred by Societe Generale or any of its affiliates in relation to the Hedge Positions hedging the payment obligations of the Issuer under the Warrants, such amount to be apportioned *pro rata* amongst the outstanding Warrants (such reduction being the **Reduction Amount** and the result of such deduction being floored at zero); or
- E. in the case of Physical Delivery Warrants, any Physical Delivery Amount, Event-Linked Early Settlement Price, Early Termination Physical Delivery Amount or Early Trigger Level Physical Delivery Amount which is calculated in connection with the Warrants shall be reduced by the Reduction Amount (subject to a floor of zero).

ADDITIONAL TERMS AND CONDITIONS FOR PREFERENCE SHARE LINKED WARRANTS

The provisions of these Additional Terms and Conditions for Preference Share Linked Warrants apply if the applicable Final Terms specify that the clause "*Type of Warrants*" is stated as being "*Preference Share Linked Warrants*".

References in these Additional Terms and Conditions for Preference Share Linked Warrants to a "Condition" or "these Additional Terms and Conditions" shall be construed as a reference to the relevant conditions in these Additional Terms and Conditions for Preference Share Linked Warrants unless otherwise specified herein.

1. DEFINITIONS

Additional Disruption Event means any of Change in Law, Hedging Disruption, Insolvency Filing and/or Increased Cost of Hedging.

Calculation Amount means the amount specified as such in the applicable Final Terms.

Change in Law means, in respect of Warrants that have one or more Preference Share that, on or after the first to occur of (a) the Issue Date and (b) the first trade date of any Hedge Position (i) due to the adoption of, or any change in any applicable law or regulation (including without limitation, any law or regulation in respect of tax, solvency or capital requirements) or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority or brought in a court of competent jurisdiction), the Calculation Agent determines that it has become illegal for Société Générale or any of its affiliates to hold, acquire or dispose of the Hedge Positions (as defined in Condition 1 of these Additional Terms and Conditions) or to maintain the agreement entered into with Société Générale or any of its affiliates by the Issuer of the Warrants.

Early Expiration Event means (i) that the Issuer has become aware that the Preference Shares will redeem prior to their scheduled redemption other than pursuant to a Preference Share Automatic Early Redemption Event, the Calculation Agent determines that an Extraordinary Event has occurred or (ii) the Calculation Agent determines that an Additional Disruption Event has occurred.

Early Expiration Valuation Date means (i) in the case of an Early Expiration Event other than an Insolvency Filing, the date determined by the Calculation Agent following the Early Expiration Event provided that such date shall be a date within a minimum period of time required in order to value the Warrants following the Early Expiration Event and must be a date on which the Preference Shares remain in issue and (ii) in the case of an Insolvency Filing, the date immediately preceding the date of such Insolvency Filing as determined by the Calculation Agent, as the case may be.

Early Termination Settlement Amount means, in respect of each Warrant, an amount in the Settlement Currency calculated by the Calculation Agent and equal to:

Calculation Amount x (Preference Share Value Early / Preference Share Value Initial)

and, if so specified in the applicable Final Terms, subject to a minimum of 10 per cent. of the Calculation Amount.

Extraordinary Event means, a Merger Event, a Nationalisation, an Insolvency and/or a Preference Share Adjustment Event.

Hedge Counterparty means, any party with which the Issuer enters into one or any number of arrangements in order to hedge the Issuer's obligations to make any payment in respect of the Warrants and may, for the avoidance of doubt, include Société Générale or any of its affiliates.

Hedging Disruption means, that the Hedge Counterparty is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk including, but not limited to, currency risk) of the Issuer issuing and performing its obligations with respect to the Warrants or any agreement entered into with the Hedge Counterparty by the Issuer in relation to the Warrants, or (B) realise, recover, receive, repatriate, remit or transfer the proceeds of any such transaction(s) or asset(s).

Hedge Positions means, any purchase, sale, entry into or maintenance of one or more (a) positions, or loans in securities, options, futures, derivatives or foreign exchange or (b) other instruments or arrangements (howsoever described) by the Hedge Counterparty, in order to hedge, individually or on a portfolio basis, the Issuer's obligations in respect of the Warrants.

Increased Cost of Hedging means, in respect of the Warrants, that Société Générale or any of its affiliates would incur a materially increased (as compared with circumstances existing on the date(s) on which Société Générale enters into the Hedge Positions in respect of the Warrants) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk of entering into and performing its obligations with respect to the Warrants or any agreement entered into with Société Générale or any of its affiliates by the Issuer in relation to the Warrants or (b) freely realize, recover or remit the proceeds of its Hedge Positions.

Insolvency means, a voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting the Preference Share Issuer as determined by the Calculation Agent.

Insolvency Filing means, that the Preference Share Issuer institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, or it consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the Preference Share Issuer shall not be deemed an Insolvency Filing.

Settlement Date means the date specified as such in the applicable Final Terms, provided that:

- (i) if (a) Preference Share Automatic Early Redemption is applicable in relation to the Preference Shares, and (b) a Preference Share Automatic Early Redemption Event occurs, the Settlement Date shall be the day that is five Business Days immediately before the automatic early redemption date for the redemption of the Preference Shares corresponding to the valuation date on which the Preference Share Automatic

Early Redemption Event has occurred under the terms and conditions of the Preference Shares, as determined by the Calculation Agent; and

- (ii) if the Valuation Date(1) is to be delayed pursuant to the provisions of the Valuation Date(1) definition below, the Settlement Date shall be delayed to five Business Days following Valuation Date(1).

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

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

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

Optional Early Settlement Amount (or Optional Early Settlement Amount(i)) means, in respect of each Warrant, an amount in the Settlement Currency calculated by the Calculation Agent and equal to:

Calculation Amount x (Preference Share Value Optional / Preference Share Value Initial) or

Calculation Amount x (Preference Share Value Optional(i) / Preference Share Value Initial)

Optional Early Settlement Valuation Date (or Optional Early Settlement Valuation Date(i)) means the date specified as such in the applicable Final Terms of the relevant Warrants. The Final Terms may foresee that the Optional Early Settlement Valuation Date (or Optional Early Settlement Valuation Date(i) as the case may be) will be specified in the notice relating to the Redemption at the Option of the Issuer.

Preference Share Issuer means the issuer of the Preference Shares, as specified in the applicable Final Terms.

Preference Share Automatic Early Redemption Event means the occurrence of an automatic early redemption event under the terms and conditions of the Preference Shares, as determined by the Calculation Agent.

Preference Share Issuer means Mapleis Limited.

Preference Shares means, the preference shares as specified in the applicable Final Terms of the Preference Share Issuer.

Preference Share Adjustment Event means any adjustment to the terms and conditions of the Preference Shares or amounts or values previously determined by the Calculation Agent in respect of the Preference Shares, in accordance with the terms and conditions of the Preference Shares.

Preference Share Value means, in respect of any day, the market value of a Preference Share on such day, as determined by the Calculation Agent.

Preference Share Value Early means, the Preference Share Value on the Optional Early Settlement Valuation Date.

Preference Share Value Final means, the Preference Share Value on the Valuation Date(1).

Preference Share Value Initial means, the Preference Share Value on the Valuation Date(0).

Preference Share Value Optional (or Preference Share Value Optional(i)) means the Preference Share Value on the Optional Early Settlement Valuation Date (or Optional Early Settlement Valuation Date(i) as the case may be).

Valuation Date(0) means the date specified as such in the applicable Final Terms.

Valuation Date(1) means the date specified as such in the applicable Final Terms, provided that:

(a) if any date(s) for valuation of or any determination of the underlying asset or reference basis (or any part thereof) for the Preference Shares, falling on or about such day is to be delayed in accordance with the terms and conditions of the Preference Shares, by reason of a disruption or adjustment event, the Valuation Date(1) shall be such delayed valuation or determination date(s); and

(b) if Preference Share Automatic Early Redemption is applicable in relation to the Preference Shares and a Preference Share Automatic Early Redemption Event occurs, the Valuation Date(1) will be the valuation date under the Preference Shares on which the automatic early redemption event has occurred;

all as determined by the Calculation Agent.

Settlement Amount means, in respect of each Warrant, an amount in the Settlement Currency calculated by the Calculation Agent equal to:

Calculation Amount x (Preference Share Value Final / Preference Share Value Initial)

and, if so specified in the applicable Final Terms, subject to a minimum of 10 per cent. of the Calculation Amount.

Valuation Date(0) means, the date specified as such in the applicable Final Terms.

Valuation Date(1) means, the date specified as such in the applicable Final Terms or, if any date(s) for valuation of or any determination of the underlying asset or reference basis (or any part thereof) for the Preference Shares, falling on or about such day is to be delayed in accordance with the terms and conditions of the Preference Shares, by reason of a disruption or adjustment event, the Valuation Date(1) shall be such delayed valuation or determination date(s), all as determined by the Calculation Agent, in which case the Settlement Date will be postponed accordingly.

2. EARLY EXPIRATION OF PREFERENCE SHARE LINKED WARRANTS

If the Warrants are specified in the applicable Final Terms as being Preference Share Linked Warrants and if in the determination of the Calculation Agent an Early Expiration Event occurs, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible after the Early Expiration Event, (in the case of Cash Settled Warrants) an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or, (in the case of Physical Delivery Warrants), subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions; or but only in the case of Increased Cost of Hedging:

- A. in the case of Cash Settled Warrants, deduct (a) from the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or the Early Termination Settlement Amount (if any) due under the Warrants, as the case may be, on the payment date of the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount (if any) and (b) in the absence of any Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount in respect of the Warrants, from the Cash Settlement Amount due on the Settlement Date, in each case after the occurrence of the Increased Cost of Hedging, the amount of any new, or any increase of, any tax, duty, expense or fee, that triggered the occurrence of the Increased Cost of Hedging incurred by Societe Generale or any of its affiliates in relation to the Hedge Positions hedging the payment obligations of the Issuer under the Warrants, such amount to be apportioned *pro rata* amongst the outstanding Warrants (such reduction being the **Reduction Amount** and the result of such deduction being floored at zero); or
- B. in the case of Physical Delivery Warrants, any Physical Delivery Amount, Event-linked Early Settlement Price, Early Termination Physical Delivery Amount or Early Trigger Level Physical Delivery Amount which is calculated in connection with the Warrants shall be reduced by the Reduction Amount (subject to a floor of zero).

ADDITIONAL TERMS AND CONDITIONS FOR WARRANT LINKED WARRANTS

The provisions of these Additional Terms and Conditions for Warrant Linked Warrants apply if the applicable Final Terms specify that the clause "*Type of Warrants*" is stated as being "*Warrant Linked Warrants*".

References in these Additional Terms and Conditions for Warrant Linked Warrants to a "Condition" or "these Additional Terms and Conditions" shall be construed as a reference to the relevant conditions in these Additional Terms and Conditions for Warrant Linked Warrants unless otherwise specified herein.

1. DEFINITIONS

Additional Disruption Event means, any of Change in Law, Hedging Disruption, Insolvency Filing and/or Increased Cost of Hedging.

Calculation Amount means the amount specified as such in the applicable Final Terms.

Change in Law means, in respect of the Warrants that, on or after the first to occur of (a) the Issue Date and (b) the Valuation Date (0) of the Warrants (i) due to the adoption of any change in any applicable law or regulation (including without limitation, any law or regulation in respect of tax, solvency or capital requirements) or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines that it has become illegal for the Hedge Counterparty to hold, acquire or dispose of the Underlying or to maintain the agreement entered into with the Hedge Counterparty by the Issuer of the Warrants, relating to the Underlying of the Warrants.

Early Expiration Event means, in respect of the Warrants that the underlying Reference Warrant becomes capable of being exercised early within a one-month period following a Valuation Date.

Early Expiration Valuation Date means, in the case of Insolvency Filing, the date immediately prior to the occurrence of the Early Expiration Event, and in all other cases, the date when the Early Expiration Event occurs.

Early Termination Event means that the Calculation Agent determines that an Additional Disruption Event, a Holding Limit Event, an Insolvency Filing or a Warrant Termination Event has occurred.

Early Termination Settlement Amount means, in respect of each Warrant, an amount in the Settlement Currency calculated by the Calculation Agent and equal to

$\text{Calculation Amount} \times (\text{Warrant Value Early} / \text{Warrant Value Initial})$

Early Termination Valuation Date means: (i) in the case of an Additional Disruption Event or Holding Limit Event, the date determined by the Calculation Agent following such Additional Disruption Event or Holding Limit Event provided that such date shall be a date within a minimum period of time required in order to value the Warrants following the occurrence of such Additional Disruption Event or Holding Limit Event and must be a date on which the Reference Warrants remain in issue, (ii) in case of an Insolvency Filing the date immediately preceding such Insolvency Filing the date immediately preceding such Insolvency Filing or (iii) in case of a Warrant Termination Event the Warrant Termination Date which corresponds to such Warrant Termination Event, as the case may be.

Hedge Counterparty means, any party with which the Issuer enters into one or any number of arrangements in order to hedge the Issuer's obligations to make any payment in respect of the Warrants and may, for the avoidance of doubt, include Société Générale or any of its affiliates.

Hedging Disruption means, that the Hedge Counterparty is unable, after using commercially reasonable efforts, to: (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the warrant price risk of the Issuer issuing and performing its obligations with respect to the Warrants or any agreement entered into with the Hedge Counterparty by the Issuer in relation to the Warrants; or (b) realise, recover, receive, repatriate, remit or transfer the proceeds of any such transaction(s) or asset(s).

Hedge Positions means, any purchase, sale, entry into or maintenance of one or more (a) positions, or loans in securities, options, futures, derivatives or foreign exchange or (b) other instruments or arrangements (howsoever described) by the Hedge Counterparty, in order to hedge, individually or on a portfolio basis, the Issuer's obligations in respect of the Warrants.

Increased Cost of Hedging means, in respect of the Warrants, that the Hedge Counterparty would incur a materially increased (as compared with circumstances existing on the date(s) on which such Hedge Counterparty enters into the Hedge Positions in respect of the Warrants) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk of entering into and performing its obligations with respect to the Warrants or any agreement entered into with the Hedge Counterparty or (b) freely realize, recover or remit the proceeds of its Hedge Positions.

Insolvency Filing means, that the Warrant Issuer or the Warrant Guarantor institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, or it consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the Warrant Issuer or the Warrant Guarantor, as the case may be, shall not be deemed an Insolvency Filing.

Optional Early Settlement Valuation Date (or Optional Early Settlement Valuation Date(i)) means the date specified as such in the applicable Final Terms. The Final Terms may foresee that the Optional Early Settlement Valuation Date (or Optional Early Settlement Valuation Date(i) as the case may be) will be specified in the notice relating to the Optional Early Expiration at the option of the Issuer.

Reference Warrants means, the warrants issued by the Warrant Issuer specified in the applicable Final Terms.

Settlement Amount means, in respect of each Warrant, an amount in the Settlement Currency calculated by the Calculation Agent equal to:

Calculation Amount x (Warrant Value Final / Warrant Value Initial)

Valuation Date(0) means, the date specified as such in the applicable Final Terms.

Valuation Date(1) means, the date specified as such in the applicable Final Terms.

Warrant Guarantor means, the guarantor of the Warrants.

Warrant Issuer means, the issuer of the Reference Warrants specified in the applicable Final Terms.

Warrant Termination Date means, in respect of a Reference Warrant, the date on which such Reference Warrant is cancelled or terminated as a result of a Warrant Termination Event, as determined by the Calculation Agent.

Warrant Termination Event means, in respect of a Reference Warrant, (a) the cancellation or termination of such Reference Warrant for any reason other than (i) by reason of its scheduled exercise by a holder thereof, (ii) its automatic exercise pursuant to its terms or (b) a specified cancellation event occurs in respect of such Reference Warrant in accordance with its terms.

Warrant Value means, in respect of any day, the market value of a Reference Warrant on such day as determined by the Calculation Agent.

Warrant Value Early means, the Warrant Value on the Optional Early Settlement Valuation Date.

Warrant Value Exercise (or **Warrant Value Exercise (i)**) means, the Reference Warrant Value on the Early Expiration Valuation Date (or on the Early Expiration Valuation Date(i) as the case may be), as determined by the Calculation Agent.

Warrant Value Final means, the Warrant Value on the Valuation Date(1).

Warrant Value Initial means, the Warrant Value on the Valuation Date(0).

2. EARLY TERMINATION OF WARRANT LINKED WARRANTS

If the Warrants are specified in the applicable Final Terms as being Warrant Linked Warrants, and if in the determination of the Calculation Agent an Early Termination Event occurs, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible after the Early Termination Event, (in the case of Cash Settled Warrants) an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or, (in the case of Physical Delivery Warrants), subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions; or but only in the case of Increased Cost of Hedging:

- A. in the case of Cash Settled Warrants, deduct (a) from the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or the Early Termination Settlement Amount (if any) due under the Warrants, as the case may be, on the payment date of the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount (if any) and (b) in the absence of any Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount in respect of the Warrants, from the Cash Settlement Amount due on the Settlement Date, in each case after the occurrence of the Increased Cost of Hedging, the amount of any new, or

- any increase of, any tax, duty, expense or fee, that triggered the occurrence of the Increased Cost of Hedging incurred by Societe Generale or any of its affiliates in relation to the Hedge Positions hedging the payment obligations of the Issuer under the Warrants, such amount to be apportioned *pro rata* amongst the outstanding Warrants (such reduction being the **Reduction Amount** and the result of such deduction being floored at zero); or
- B. in the case of Physical Delivery Warrants, any Physical Delivery Amount, Event-linked Early Settlement Price, Early Termination Physical Delivery Amount or Early Trigger Level Physical Delivery Amount which is calculated in connection with the Warrants shall be reduced by the Reduction Amount (subject to a floor of zero).

3. EARLY EXPIRATION OF WARRANT LINKED WARRANTS

If the Warrants are specified in the applicable Final Terms as being Warrant Linked Warrants, and if an Early Expiration Event occurs, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible after the Early Expiration Event, (in the case of Cash Settled Warrants) an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or, (in the case of Physical Delivery Warrants), subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions; or but only in the case of Increased Cost of Hedging:

- A. in the case of Cash Settled Warrants, deduct (a) from the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or the Early Termination Settlement Amount (if any) due under the Warrants, as the case may be, on the payment date of the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount (if any) and (b) in the absence of any Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount in respect of the Warrants, from the Cash Settlement Amount due on the Settlement Date, in each case after the occurrence of the Increased Cost of Hedging, the amount of any new, or any increase of, any tax, duty, expense or fee, that triggered the occurrence of the Increased Cost of Hedging incurred by Societe Generale or any of its affiliates in relation to the Hedge Positions hedging the payment obligations of the Issuer under the Warrants, such amount to be apportioned *pro rata* amongst the outstanding Warrants (such reduction being the **Reduction Amount** and the result of such deduction being floored at zero); or
- B. in the case of Physical Delivery Warrants, any Physical Delivery Amount, Event-linked Early Settlement Price, Early Termination Physical Delivery Amount or Early Trigger Level Physical Delivery Amount which is calculated in connection with the Warrants shall be reduced by the Reduction Amount (subject to a floor of zero).

ADDITIONAL TERMS AND CONDITIONS FOR FUTURE LINKED WARRANTS

The provisions of these Additional Terms and Conditions for Future Linked Warrants apply if the applicable Final Terms specify that the clause "*Type of Warrants*" is stated as being "*Future Linked Warrants*".

References in these Additional Terms and Conditions for Future Linked Warrants to a "Condition" or "these Additional Terms and Conditions" shall be construed as a reference to the relevant conditions in these Additional Terms and Conditions for Future Linked Warrants unless otherwise specified herein.

1. GENERAL DEFINITIONS

Active Future Contract means the Future specified as such in the applicable Final Terms if "Roll Adjustment" is stated as being Applicable in the applicable Final Terms.

Applicable Hedge Positions means, at any time, Hedge Positions that Société Générale or any of its affiliates determines that a Hypothetical Investor, acting in a commercially reasonable manner, would consider necessary to hedge the Warrants at that time.

Averaging Date means, in respect of a Valuation Date and a Future, each date specified as such in the applicable Final Terms for the purpose of determining an average (or if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day) unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of Condition 2 of these Additional Terms and Conditions.

Basket means, a basket composed of the Futures (each an Underlying) in the relative proportions or numbers of Futures specified in the applicable Final Terms.

Business Day has the meaning given to it in Condition 3 of the General Terms and Conditions.

Calculation Agent has the meaning given to that expression in Condition 10 of the General Terms and Conditions.

Closing Price means, in respect of a Future, the Daily Settlement Price of such Future on the relevant Exchange, as adjusted (if applicable) pursuant to the provisions of Condition 3 of these Additional Terms and Conditions or, if Roll Adjustment is specified as applicable in the applicable Final Terms, the Daily Settlement Price multiplied by the Quantity Factor as determined by the Calculation Agent

Daily Fixing Time mean the official time on which the Daily Settlement Price of the Future is computed by the Exchange. For the avoidance of doubt, when the Daily Settlement Price is computed by the Exchange on a period of one or several minutes, the Daily Fixing Time will correspond to the end of this period.

Daily Settlement Price means, in respect of a Future, the official daily settlement price, determined under the rules of the applicable Exchange at the Daily Fixing Time.

Disrupted Day means, in respect of a Future (or, in the case of a Basket of Futures, in respect of any Future comprising the Basket and observed separately), any Scheduled Trading Day on which a Market Disruption Event has occurred.

Exchange(s) means, in respect of a Future, the corresponding exchange or quotation system specified in the applicable Final Terms, or any successor exchange or quotation system or any substitute exchange or quotation system to which trading in the Future, has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Future, on such temporary substitute exchange or quotation system as on the original Exchange).

Exchange Business Day means, in respect of a Future (or, in the case of a Basket of Futures, in respect of any Future comprising the Basket and observed separately) any Scheduled Trading Day on which each relevant Exchange and Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time.

Expiry Date means, in respect of a Future, the expiry date (or month if such information is sufficient to identify the Future) of such Future, as specified in the applicable Final Terms.

Fixing Active Future Contract(i) means in respect of a Scheduled Trading Day, the Daily Settlement Price of the Active Future Contract.

Fixing Next Active Future Contract(i) means in respect of a Scheduled Trading Day, the Daily Settlement Price of the Next Active Future Contract.

Future(s) means a future contract, which is a standardized contract traded on the relevant Exchange specified as Underlying in the applicable Final Terms, subject to (i) adjustment pursuant to the provisions of Condition 3.1 of these Additional Terms and Conditions and/or (ii) Roll Adjustment if "Roll Adjustment" is stated as being Applicable in the applicable Final Terms.

Future End Time means, the time specified as such in the applicable Final Terms or if no such time is specified therein, the Scheduled Closing Time.

Future Start Time means, the time specified as such in the applicable Final Terms or if no such time is specified therein, the Scheduled Opening Time.

Future Underlier means, in respect of a Future, the asset(s), rate(s), index(indices) or reference(s) underlying such Future, as specified in the applicable Final Terms.

Hedge Positions means any purchase, sale, entry into or maintenance, by Société Générale or any of its affiliate, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) any cash deposits or cash borrowing and/or (d) other instruments, arrangements, assets or liabilities howsoever described in order to hedge, individually or on a portfolio basis, the part of Société Générale or any of its affiliates' obligation under the Warrants or any agreement entered into with Société Générale or any of its affiliates by the Issuer in relation to the Warrants.

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

Intraday Price means, in respect of a Future and any time between the Future Start Time and the Future End Time on a Valuation Date, the price of such Future on the relevant Exchange.

Local Jurisdiction means, in respect of a Future, the jurisdiction in which the relevant Exchange is located.

Local Taxes means, in respect of a Future, taxes, duties and similar charges (in each case, including interest and penalties thereon) imposed by the taxing authority in any jurisdiction, that would be withheld from or paid or otherwise incurred by a Hypothetical Investor in connection with any Applicable Hedge Positions, excluding any corporate income taxes levied on the overall net income of the Hypothetical Investor.

Initial Quantity Factor, means 1, unless specified otherwise in the applicable Final Terms.

Market Disruption Event means with respect to a Future the occurrence or existence of any of the following events: Failure to Publish, Trading Disruption, Exchange Disruption or Early Closure where:

A. **Failure to Publish** means the non-publication of the closing levels or market value of such Future or the Future Underlier, including pursuant to the redemption, cancellation or permanent discontinuance of such Future or the Future Underlier,

B. **Trading Disruption** means the suspension or limitation on trading imposed on the over-the-counter, organized or regulated market(s) on which such Future or the Future Underlier is traded,

C. **Exchange Disruption** means any event (other than an Early Closure) that disrupts or impairs the ability of market participants in general to effect transactions in, comply with its clearing obligations or obtain market values for, (a) such Future or the Future Underlier on the relevant Exchange or (b) futures or options contracts, or other derivatives on the relevant Related Exchange or over-the-counter market, relating to such Future or the Future Underlier,

D. **Early Closure** means the closure on any Exchange Business Day of:

(a) any relevant Exchange(s) relating to such Future or the Future Underlier or;

(b) any Related Exchange for futures or options contracts relating to such Future or the Future Underlier,

in each case, prior to the Scheduled Closing Time.

Next Active Future Contract means any subsequent nearby Future of the Active Future Contract specified as such in the Applicable Final Terms, having a later Expiry Date than the Active Future Contract.

Quantity_Adjustment_Factor means a multiplicative factor determined by the Calculation Agent on a Scheduled Trading Day in accordance.

Unless specified otherwise in the applicable Final Terms, Quantity_Adjustment_Factor will be equal to 1.

If **Option Fixing Roll** is set as applicable in the Final Terms:

$$\text{Quantity_Adjustment_Factor}(i) = (\text{Fixing Active Future Contract}(i) \times (1 - \text{Rolling Cost})) / (\text{Fixing Next Active Future Contract}(i) \times (1 + \text{Rolling Cost}))$$

If **Option TWAP Roll** is set as applicable in the Final Terms, then :

$$\text{Quantity_Adjustment_Factor}(i) = (\text{TWAP Active Future Contract}(i) \times (1 - \text{Rolling Cost})) / (\text{TWAP Next Active Future Contract}(i) \times (1 + \text{Rolling Cost}))$$

Quantity Factor means a multiplicative factor determined by the Calculation Agent on a Scheduled Trading Day in accordance with to the following mechanism:

In respect of Valuation Date(0), Quantity Factor will be equal to the Initial Quantity Factor

If such Scheduled Trading Day is a Rolling Date, the Quantity Factor as of the immediately preceding Scheduled Trading Day multiplied by the Quantity Adjustment Factor.

If such Scheduled Trading Day is not a Rolling Date, the Quantity Factor as of the immediately preceding Scheduled Trading Day

Related Exchange(s) means, in respect of a Future, each exchange or quotation system on which the trading activity has a material effect (as determined by the Calculation Agent) on the overall market for options contracts relating to such Future or its Future Underlier, any successor exchange or quotation system or any substitute exchange or quotation system to which trading in options contracts relating to a Future or its Future Underlier has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to options contracts relating to such Future or its Future Underlier on such temporary substitute exchange or quotation system as on the original Related Exchange).

Relevant Jurisdiction means, in respect of a Future, the relevant authorities in the jurisdiction of incorporation or organisation of the issuer of any Future Underlier.

Roll Adjustment means that, if "Roll Adjustment" is stated as being Applicable in the applicable Final Terms, an adjustment according to which the Calculation Agent will roll the Active Future Contract into the Next Active Future Contract on any Rolling Date at the relevant Rolling Time.

Rolling Cost means 0%, unless specified otherwise in the applicable Final Terms.

Rolling Date(s) means the date(s) on which the Calculation Agent will roll the Active Future Contract into the Next Active Future Contract. Unless specified otherwise in the relevant Final Terms, the Expiry Date of any Active Future Contract will be a Rolling Date. For the avoidance of doubt, the Calculation Agent may roll the Active Future Contract into the Next Active Future Contract on one or several dates which will be specified in the Applicable Final Terms.

Rolling Time means the time on (or the period during) which the Calculation Agent will roll the Active Future Contract into the Next Active Future Contract on a Rolling Date. Unless otherwise specified in the relevant Final Terms, the Daily Fixing Time of the Future will be the Rolling Time.

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

Scheduled Opening Time means, in respect of an Exchange or Related Exchange, the scheduled weekday opening time of such Exchange or Related Exchange, without regard to pre-opening hours or any other trading outside of the regular trading session hours.

Scheduled Trading Day means, in respect of a Future (or, in the case of a Basket of Futures, in respect of any Future comprising the Basket and observed separately), any day on which each Exchange and each Related Exchange, if any, are scheduled to be open for trading for their respective regular trading session.

Tax Residence Jurisdiction means, in respect of a Future, the Local Jurisdiction or any jurisdiction of tax residence of the issuer.

TWAP Active Future Contract(i) means in respect of a Scheduled Trading Day, the time weighted average price of the Active Future Contract, as calculated between the AFC_TWAPStartTime (as specified in the applicable Final Terms) and the AFC_TWAPEndTime (as specified in the applicable Final Terms), as determined by the Calculation Agent.

TWAP Next Active Future Contract(i) means in respect of a Scheduled Trading Day, the time weighted average price of the Next Active Future Contract, as calculated between the NAFC_TWAPStartTime (as specified in the applicable Final Terms) and the NAFC_TWAPEndTime (as specified in the applicable Final Terms), as determined by the Calculation Agent.

Valuation Date means, in respect of a Future, each date specified as such in the applicable Final Terms (or, if such date is not a Scheduled Trading Day for such Future, the next following Scheduled

Trading Day), unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of Condition 2 of these Additional Terms and Conditions.

Valuation Time means, in respect of a Future, the Scheduled Closing Time provided however that if the Exchange closes prior to its Scheduled Closing Time, the Valuation Time shall be the actual closing time of the Exchange.

2. CONSEQUENCES OF DISRUPTED DAYS

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

- A. that eighth Scheduled Trading Day shall be deemed to be the Valuation Date or Averaging Date, for the Future notwithstanding the fact that such day is a Disrupted Day; and
- B. the Calculation Agent shall determine, its good faith estimate of the value of the Future as of the Valuation Time on that eighth Scheduled Trading Day and the good faith estimate of the value of the Future so calculated shall be deemed the Closing Price.

Provided that if the Future is included in a Basket, the hereabove provisions shall apply only to the Future affected by the occurrence of a Disrupted Day and the Valuation Date or the Averaging Date for each Future not affected by a Disrupted Day shall be the Scheduled Valuation Date or the Scheduled Averaging Date;

provided however that:

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

provided however that

- in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Swedish Central Securities Depository (Euroclear Sweden AB) or the Finnish Central Securities

Depository (Euroclear Finland Ltd), all references to the word "fourth" above shall be deemed to be references to the word "twelfth", and

- in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Norwegian Central Security Depository (**Verdipapirsentralen**), all references to the word "fourth" above shall be deemed to be references to the word "tenth".

3. ADJUSTMENTS, EXTRAORDINARY EVENTS AND HOLDING LIMIT EVENTS - MONETISATION UNTIL THE EXPIRATION DATE - HEDGING DISRUPTION, INCREASED COST OF HEDGING, AND CONSEQUENCES - CHANGE IN LAW AND CONSEQUENCES

3.1 Adjustments and Extraordinary Events

3.1.1 Potential Adjustment Events

Following the occurrence of any Potential Adjustment Event, the Calculation Agent will, as soon as reasonably practicable after it becomes aware of such event determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the Future and, if so, will (a) calculate the corresponding adjustment, if any, to be made to the elements relating to the Future used to determine any settlement or payment terms under the Warrants and/or adjust any other terms of the Warrants as it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Warrants (subject to any Local Taxes to be withheld or paid as explained below) and (b) determine the effective date of that adjustment. In its determination of the existence and extent of any dilutive or concentrative effect on the theoretical value of the Future of any Potential Adjustment Event, and any related adjustments to the terms of the Warrants, the Calculation Agent shall take into account any amounts of Local Taxes that would, in the determination of the Calculation Agent, be withheld from or paid or otherwise incurred in connection with such Potential Adjustment Event. If relevant, the Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by a Related Exchange (if any) to options on the Future or the Future Underlier (if any) traded on such Related Exchange (if any).

Potential Adjustment Event means, in relation to a Future, any event having, in the opinion of the Calculation Agent, a diluting or concentrative effect on the theoretical value of such Future and which is not anticipated in terms of such Future as at the Issue Date of the Warrants or the occurrence of which is not scheduled to occur.

3.1.2 Extraordinary Events and consequences

Extraordinary Event means, in respect of a Future, the occurrence of (a) a Change of Futures Exchange, (b) a Change of Future Contract, (c) a Modification of Futures Contract, (d) a Cancellation of Future Contract, (e) an Illiquidity Event, Roll-Over Failure Event or (g) a Holding Limit Event.

- A. **Change of Futures Exchange** means that the Future is no longer negotiated on the Exchange and/or under a market-standard format as of the Issue Date but is negotiated on an exchange and/or under a format that is not acceptable to the Calculation Agent.
- B. **Change of Future Contract** means that the Future is replaced by a successor futures contract that is not acceptable to the Calculation Agent.
- C. **Modification of Futures Contract** means that the publisher of the documentation governing the Future announces that it will make a material change in the formula for or the method of calculating such Future or in any other way materially modifies that Future.
- D. **Cancellation of Future Contract** means that the publisher of a Future announces that it will permanently cancel such Future.

- E. **Illiquidity Event** means that in the determination of the Calculation Agent, the liquidity of the Future has decreased significantly since the Issue Date, such decrease of liquidity being likely to have a material impact on the hedge of Société Générale or one of its affiliates in connection with the Warrants.
- F. **Roll-Over Failure Event** means that the Calculation Agent is unable to make a Roll Adjustment for any of the other Extraordinary events above.
- G. **Holding Limit Event** means, assuming the Hypothetical Investor is Société Générale or any of its affiliates, that Société Générale and any of its affiliates, in aggregate hold, an interest in any one restricted Future or issuance of securities by the issuer of the Future Underlier constituting or likely to constitute (directly or indirectly) ownership, control or the power to vote 25% or more of any class of voting securities, of the issuer of such Future or securities issued by the issuer of the Future Underlier as determined by Société Générale. A "restricted Future or issuance of securities by the issuer of the Future Underlier" for the purpose of this definition, means those assets subject to internal monitoring by Société Générale for purposes of its compliance with restrictions imposed by the Volcker Rule. As used herein, the "Volcker Rule" means the amendments to the Bank Holding Company Act of 1956 made by Section 619 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, including any requests, regulations, rules, guidelines or directives made by the relevant governmental authority under, or issued by the relevant governmental authority in connection with, such rule.

If an Extraordinary Event occurs in respect of a Future (such Future, the **Affected Future**) on a Scheduled Trading Day (an **Extraordinary Event Day**), then the Calculation Agent may:

- (a) apply Monetisation until the Expiration Date; or
- (b) substitute the Affected Future with another instrument (which shall then become a substitute Future) provided that when doing so, the Calculation Agent will make any relevant adjustment it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Warrants (subject to any taxes to be withheld or paid); or
- (c) consider such event as an event triggering an early termination of the Warrants (hereafter an **Early Termination Event**). In that case, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, (i) in the case of Cash Settled Warrants, an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (ii) in the case of Physical Delivery Warrants, subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions.

3.1.2 **Correction of the Closing Price**

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

provided however that

- in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Swedish Central Securities Depository (Euroclear Sweden AB), the Finnish Central Securities Depository (Euroclear Finland Ltd) or VP Securities A/S (**VP Securities**), all references to the word "four" above shall be deemed to be references to the word "twelve", and

- in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Norwegian Central Security Depositary (**Verdipapirsentralen**), all references to the word "four" above shall be deemed to be references to the word "ten".

3.2 Hedging Disruption, Increased Cost of Hedging, and consequences - Change in Law and consequences

Hedging Disruption means, in respect of Warrants that have one or more Future(s) as Underlying(s), that Société Générale or any of its affiliates is unable, after using commercially reasonable efforts, to either (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk including, but not limited to, the currency risk) of entering into and performing its obligations with respect to the Warrants or the agreement entered into with Société Générale or any of its affiliates by the Issuer of the Warrants; or (b) freely realize, recover, receive, repatriate, remit or transfer the proceeds of Hedge Positions as the case may be between accounts within the jurisdiction of the Hedge Positions (the **Affected Jurisdiction**) or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction.

Increased Cost of Hedging means, in respect of Warrants that have one or more Future(s) as Underlying(s), that Société Générale or any of its affiliates would incur a materially increased (as compared with circumstances existing on the date(s) on which Société Générale or any of its affiliates enters into the Hedge Positions in respect of the Warrants) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk of entering into and performing its obligations with respect to the Warrants or any agreement entered into with Société Générale or any of its affiliates by the Issuer in relation to the Warrants or (b) freely realize, recover or remit the proceeds of its Hedge Positions.

In case of the occurrence of a Hedging Disruption or an Increased Cost of Hedging relating to a Share or of the occurrence of an Insolvency Filing relating to a Share (the **Affected Underlying**), the Calculation Agent may:

- A. consider such event as an event triggering an early termination of the Warrants (hereafter, an **Early Termination Event**). In that case, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, (i) in the case of Cash Settled Warrants, an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (ii) in the case of Physical Delivery Warrants, subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions; or
- B. replace the Affected Underlying by a new underlying which is representative of the same economic or geographic sector; or
- C. apply the Monetisation until the Expiration Date (as defined in Condition 5.14 of the General Terms and Conditions);

or, but only in the case of Increased Cost of Hedging

- D. in the case of Cash Settled Warrants, deduct (a) from the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or the Early Termination Settlement Amount (if any) due under the Warrants, as the case may be, on the payment date of the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount (if any) and (b) in the absence of any Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount in

respect of the Warrants, from the Cash Settlement Amount due on the Settlement Date, in each case after the occurrence of the Increased Cost of Hedging, the amount of any new, or any increase of, any tax, duty, expense or fee, that triggered the occurrence of the Increased Cost of Hedging incurred by Societe Generale or any of its affiliates in relation to the Hedge Positions hedging the payment obligations of the Issuer under the Warrants, such amount to be apportioned *pro rata* amongst the outstanding Warrants (such reduction being the **Reduction Amount** and the result of such deduction being floored at zero); or

- E. in the case of Physical Delivery Warrants, any Physical Delivery Amount, Event-Linked Early Settlement Price, Early Termination Physical Delivery Amount or Early Trigger Level Physical Delivery Amount which is calculated in connection with the Warrants shall be reduced by the Reduction Amount (subject to a floor of zero).

Change in Law means in respect of Warrants that have one or more Share(s) as Underlying(s) that, on or after the first to occur of (a) the Issue Date and (b) the first Valuation Date of the Warrants (i) due to the adoption of any change in any applicable law or regulation (including without limitation, any law or regulation in respect of tax, solvency or capital requirements) or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines that it has become illegal for Société Générale or any of its affiliates to hold, acquire or dispose of Hedge Positions or to maintain the agreement entered into with Société Générale or any of its affiliates by the Issuer of the Warrants, relating to the Underlying of the Warrants (the **Affected Underlying**).

Upon the occurrence, in the determination of the Calculation Agent, on or prior to the last Valuation Date or the last Averaging Date, of a Change in Law, the Calculation Agent will decide either to:

- A. consider such event as an event triggering an early termination of the Warrants (hereafter, an **Early Termination Event**). In that case, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, (i) in the case of Cash Settled Warrants, an amount equal to the Early Termination Settlement Amount on the basis of Market Value as defined in Condition 5.9 of the General Terms and Conditions or (ii) in the case of Physical Delivery Warrants, subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions; or
- B. replace the Affected Underlying by a new underlying which is representative of the same economic or geographic sector; or
- C. apply the Monetisation until the Expiration Date (as defined in Condition 5.14 of the General Terms and Conditions).

ADDITIONAL TERMS AND CONDITIONS FOR PORTFOLIO LINKED WARRANTS

The provisions of these Additional Terms and Conditions for Portfolio Linked Warrants apply if the applicable Final Terms specify that the clause "*Type of Warrants*" is stated as being "*Portfolio Linked Warrants*".

References in these Additional Terms and Conditions for Portfolio Linked Warrants to a "Condition" or "these Additional Terms and Conditions" shall be construed as a reference to the relevant conditions in these Additional Terms and Conditions for Portfolio Linked Warrants unless otherwise specified herein.

Capitalised terms used but not defined herein shall have the meanings given to them in the General Terms and Conditions of the Warrants and in the Additional Terms and Conditions Relating to Formulae.

1. GENERAL DEFINITIONS

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

Affiliate means, in respect of Shares traded through the China Connect Services, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of a majority of the voting power of the entity or person.

Aggregate Applicable Transaction Tax means a rate determined by the Calculation Agent as the aggregate rate of stamp duty, exchange levies or other equivalent amounts which would apply to any Hypothetical Investor placing an order which corresponds to the Modification Proposal communicated by the Weighting Advisor, after taking into account any eventually applicable exemptions in relation to the Warrants.

Averaging Date means, in respect of a Valuation Date and a Portfolio, each date specified as such in the applicable Final Terms for the purpose of determining an average (or if such date is not a Scheduled Calculation Date, the next following Scheduled Calculation Date) unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of Condition 4 of these Additional Terms and Conditions.

Basket Component means an Equity Instrument, a Commodity Instrument, a Debt Instrument or a Derivatives Instrument which is specified in the applicable Final Terms as being a component of the Portfolio and, if Dynamic Portfolio is specified as applicable in the applicable Final Terms, subject to the Portfolio Eligibility Criteria.

Basket Component Type means, the type of a Basket Component, as specified in the applicable Final Terms. A Basket Component Type is one of the following: Index, Share, ETF Share, Fund, Single Commodity, Single Debt, Single Derivatives.

Business Day means a "Business Day" as defined in Condition 3 of the General Terms and Conditions, determined on the basis of the Settlement Currency of the relevant Warrants. For the avoidance of doubt, it means, in respect of any city, any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in that city.

Calculation Agent means the person or entity specified as such in Condition 10 of the General Terms and Conditions of the Warrants. Whenever a Calculation Agent is required to act or to exercise judgment in any way, it will do so in good faith and in a commercially reasonable manner.

Calculation Date means any Scheduled Calculation Date on which no Portfolio Disruption Event exists, subject to adjustment in accordance with Condition 6 and on which the Calculation Agent determines that it is possible for Société Générale or any of its affiliates to hedge its positions under the Warrants using commercially reasonable efforts.

China Connect Business Day means, in respect of Shares traded through the China Connect Services, any Scheduled Trading Day on which the China Connect Service is open for order-routing during its regular order-routing sessions, notwithstanding the China Connect Service closing prior to its Scheduled Closing Time.

China Connect Service means, in respect of Shares traded through the China Connect Services, the securities trading and clearing links programme developed by the Exchange, SEHK, CSDCC and HKSCC, through which (i) SEHK and/or its Affiliates provides order-routing and other related services for certain eligible securities traded on the Exchange and (ii) CSDCC and HKSCC provides clearing, settlement, depository and other services in relation to such securities.

Commodity Instrument means an article of trade or commerce such as aluminium, crude oil, cocoa, corn, cotton, copper, milk, emissions allowances, cattle, gas oil, gold, silver, heating oil, coffee, wheat, lean hogs, natural gas, nickel, orange juice, lead, palladium, platinum, sugar, soybean, and more generally any commodity, any index on the aforementioned and if Dynamic Portfolio is specified as applicable in the applicable Final Terms, subject to the Portfolio Eligibility Criteria. A Commodity Instrument may either be a Single Commodity or an Underlying Index.

Company means, in respect of a Share, the issuer of such Share.

CSDCC means, in relation to Shares traded through the China Connect Services, China Securities Depository and Clearing Corporation.

Debt Instrument means a bond (including a structured bond), a note (including a Euro Medium Term Note), and more generally any other debt instrument representing a debt of an issuer, any index on the aforementioned as specified in the applicable Final Terms and, if Dynamic Portfolio is specified as applicable in the applicable Final Terms, subject to the Portfolio Eligibility Criteria. A Debt Instrument may either be a Single Debt or an Underlying Index.

Derivatives Instrument means a warrant, an over-the-counter swap, future or option, a future or option or other contract traded on a regulated or organized market, an index on the aforementioned regardless of the underlying of such Derivatives Instrument, as specified in the applicable Final Terms and, if Dynamic Portfolio is specified as applicable in the applicable Final Terms, subject to the Portfolio Eligibility Criteria. A Derivatives Instrument may either be a Single Derivatives or an Underlying Index.

Disrupted Day means any Scheduled Calculation Date on which a Portfolio Disruption Event occurs.

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

Dynamic Portfolio means a Portfolio that is actively managed by the Weighting Advisor pursuant to the Weighting Advisory Agreement. **Equity Instrument** means (i) a Share or (ii) an ETF Share or (iii) a Fund Unit or (iv) an Index on the aforementioned as specified in the applicable Final Terms and, if Dynamic Portfolio is specified as applicable in the applicable Final Terms, subject to the Portfolio Eligibility Criteria. An Equity Instrument may either be a Single Equity or an Underlying Index.

ETF means a fund traded on an Exchange that issues ETF shares.

ETF Share means, in respect of an ETF, a share or unit of such ETF.

Exchange means, in respect of a Portfolio Component, each exchange or quotation system (if applicable) on which such Portfolio Component (or the securities or instruments underlying such Portfolio Component in the

case of a Portfolio Component that is an Underlying Index) trade, any successor exchange or quotation system or any substitute exchange or quotation system to which trading in such Portfolio Component (or the securities or instruments underlying such Portfolio Component in the case of a Portfolio Component that is an Underlying Index) has relocated.

Exchange Business Day means:

- (i) in respect of a Portfolio Component that is not an Underlying Index any Scheduled Trading Day on which each relevant Exchange and Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time;
- (ii) in respect of an Underlying Index, any Scheduled Trading Day on which each relevant Exchange and Related Exchange of such Underlying Index are open for trading during their respective regular trading session, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time and the index sponsor of the Underlying Index publishes the closing level of such Underlying Index;
- (iii) in respect of a Share traded through the China Connect Services any Scheduled Trading Day (i) on which each relevant Exchange and Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time and (ii) which is a China Connect Business Day.

Fund means a Basket Component which is a fund, with a Basket Component Type specified as Fund in the applicable Final Terms.

Fund Adviser means, in relation to a Fund, any fund investment adviser, fund administrator, manager, any person appointed in the role of discretionary investment manager or non-discretionary investment adviser (including a non-discretionary investment adviser to a discretionary manager or another non-discretionary investment adviser) for such Fund.

Fund Documents means in respect of a Fund or fund underlying an Underlying Index on the aforementioned, the constitutive and governing documents, subscription agreements and other agreements specifying the terms and conditions relating to such Fund or fund underlying an Underlying Index.

Fund Service Provider means in respect of a Fund or fund underlying such Underlying Index on the aforementioned, any person who is appointed to provide services, directly or indirectly, for that Fund, whether or not specified in the Fund Documents, including any fund investment adviser, fund administrator, manager, any person appointed in the role of discretionary investment manager or non-discretionary investment adviser (including a non-discretionary investment adviser to a discretionary manager or another non-discretionary investment adviser) for such Fund (the **Fund Adviser**), trustee or similar person with the primary administrative responsibilities for such Fund, operator, management company, depository, custodian, sub-custodian, prime broker, registrar and transfer agent, domiciliary agent.

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

Fund Valuation Day means, in respect of each Fund observed separately, any date as defined in the Fund Documents in respect of which the official net asset value of such Fund is dated as of such date in accordance with its Fund Documents.

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

- (i) if FX Hedge is specified as being applicable in the applicable Final Terms: 1;
- (ii) if FX Hedge is not specified or is specified as being not applicable in the applicable Final Terms: 0

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

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

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

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

Gross Ordinary Distribution means:

- (i) in respect of a Portfolio Component which is an Underlying Index, the sum of distributions (including dividends and coupons), expressed in index points, paid in cash by the components of the Underlying Index which give rise neither to any adjustment at the level of such Underlying Index nor to any other adjustment according to these Additional Terms and Conditions, in each case multiplied by their relevant quantity in the Underlying Index and converted into the Portfolio Component Currency (k) using the currency exchange rate as published by the PortfolioFXSource as of the PortfolioFXSourceFixingTime.
- (ii) In respect of Portfolio Component which is a Single Equity, any distribution which is an ordinary cash dividend (or distribution with similar characteristics) and which does not give rise to any other adjustment according to these Additional Terms and Conditions, converted into the Portfolio Component Currency (k) using the currency exchange rate as published by the PortfolioFXSource as of the PortfolioFXSourceFixingTime.
- (iii) In respect of Portfolio Component which is a Single Debt, any distribution which is a coupon (or distribution with similar characteristics) and which does not give rise to any other adjustment according to these Additional Terms and Conditions, converted into the Portfolio Component Currency (k) using the currency exchange rate as published by the PortfolioFXSource as of the PortfolioFXSourceFixingTime.
- (iv) In respect of Portfolio Component which is a Single Derivatives, any distribution which does not give rise to any other adjustment according to these Additional Terms and Conditions, converted into the Portfolio Component Currency (k) using the currency exchange rate as published by the PortfolioFXSource as of the PortfolioFXSourceFixingTime provided that such distribution does not include any payment due under the Derivatives Instrument on scheduled termination thereof or as a result of the amortisation of the notional amount of such Derivatives Instrument.

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

Hedge Positions means any purchase, sale, entry into or maintenance, by Société Générale or any of its affiliates, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) any cash deposits or cash borrowing and/or (d) other instruments, arrangements, assets or liabilities howsoever described in order to hedge, individually or on a portfolio basis, the part of Société Générale or any of its affiliates' obligation under the Warrants.

Holding Limit Event means, assuming the Hypothetical Investor is Société Générale or any of its affiliates, that Société Générale or any of its affiliates, in aggregate hold, an interest in any one restricted one Portfolio

Component constituting or likely to constitute (directly or indirectly) ownership, control or the power to vote 25% or more of any class of voting securities, of the issuer of such one Portfolio Component as determined by Société Générale. A “restricted one Portfolio Component” for the purpose of this definition, means those assets subject to internal monitoring by Société Générale for purposes of its compliance with restrictions imposed by the Volcker Rule. As used herein, the “Volcker Rule” means the amendments to the Bank Holding Company Act of 1956 made by Section 619 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, including any requests, regulations, rules, guidelines or directives made by the relevant governmental authority under, or issued by the relevant governmental authority in connection with, such rule.

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

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

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

Local Taxes means, in respect of one or several Portfolio Component(s), taxes, duties and similar charges (in each case, including interest and penalties thereon) imposed by the taxing authority in any jurisdiction, that would be withheld from or paid or otherwise incurred by a Hypothetical Investor in connection with any Hedge Positions, excluding any corporate income taxes levied on the overall net income of the Hypothetical Investor.

Market Data means a rate (including an interest rate, a foreign exchange rate or a swap rate), a spread, or any other data which is either (i) specified as a Portfolio Component and Market Data in the applicable Final Terms or (ii) which is otherwise used in the computation of the Portfolio Level. A Market Data may notably be a reference rate like a foreign exchange rate, an interest rate or a securities lending or borrowing rate.

Net Asset Value means, in respect of a Fund and a Fund Valuation Day, the amount or amounts per unit of such Fund including (for subscription orders) or net (for redemption orders) of all applicable costs, taxes and fees (if any) that would be paid (for subscription orders) or received (for redemption orders) in cash in one or more times by a Hypothetical Replicating Party pursuant to a Valid Order for the subscription or redemption (as applicable) of units of the Fund scheduled to be executed on the official net asset value per unit determined by the Fund (or the Fund Service Provider that generally determines such value) dated as of such Fund Valuation Day.

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

Portfolio means a portfolio constituted of Portfolio Components, as specified in the applicable Final Terms.

Portfolio Component or **Portfolio Component (k)** means any component of the Portfolio specified in the applicable Final Terms and, if Dynamic Portfolio is specified as applicable in the applicable Final Terms, subject to the Portfolio Eligibility Criteria. A Portfolio Component may either be a Basket Component or a Market Data.

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

Portfolio Currency means the denomination currency of the Portfolio, as specified in the applicable Final Terms or, if no such denomination currency is specified therein, the Settlement Currency.

Portfolio Disruption Event means the occurrence of a disruption event affecting the Portfolio or a Portfolio Component, as further set out in Condition 6.

Portfolio Level means the level of the Portfolio denominated in the Portfolio Currency, determined by the Calculation Agent in accordance with these Additional Terms and Conditions.

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

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

- (i) If Quanto Option is not specified or is specified as being not applicable in the applicable Final Terms – EEA (or if the applicable Final Terms – Switzerland do not specify any information in respect of Quanto Option): the currency exchange rate used to convert the currency of S(k,t) into the Portfolio Currency as of the PortfolioFXSourceFixingTime (as specified in the applicable Final Terms) of the Calculation Date (t), as published by the PortfolioFXSource or any successor thereto. If no such currency exchange rate is available at the PortfolioFXSourceFixingTime (as specified in the applicable Final Terms) of the Calculation Date (t), the Calculation Agent shall determine such rate in respect of the Calculation Date (t); and
- (ii) If Quanto Option is specified as being applicable in the applicable Final Terms: 1.

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

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

Portfolio Publication Website means a website specified in the applicable Final Terms, where the Calculation Agent will publish (i) the composition of the Portfolio and (ii) (if Dynamic Portfolio is specified as applicable in the applicable Final Terms) details relating to each Modification Proposal, as further detailed in Condition 3.3.

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

Q(k,t) means the number of units of Portfolio Component (k) on Calculation Date (t) as determined in accordance with Condition 2.4.

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

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

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

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

Reference Price has the meaning given to it in Condition 2.5.

Related Exchange means, in respect of a Portfolio Component, each exchange or quotation system where trading has a material effect on the overall market for futures and options contracts relating to such Portfolio Component (or the securities or instruments underlying such Portfolio Component in the case of a Portfolio Component that is an Underlying Index), any successor exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Portfolio Component (or the securities or instruments underlying such Portfolio Component in the case of a Portfolio Component that is an Underlying Index), has temporarily relocated.

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

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

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

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

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

S(k,t) means the Reference Price of Portfolio Component (k) on the Calculation Date (t) as determined in accordance with Condition 2.5.

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

For Shares traded through the China Connect Services, the following definition of Scheduled Closing Time applies:

Scheduled Closing Time means, in respect of an Exchange, Related Exchange or China Connect Service, the scheduled weekday closing time of such Exchange, Related Exchange or the China Connect Service, without regard (in the case of any Exchange or Related Exchange) to after hours or any other trading outside of the

regular trading session hours or (in the case of the China Connect Service) any after hours or any other order-routing outside of the regular order-routing session hours.

Scheduled Calculation Date means the scheduled computation dates of the Portfolio Level, as specified in the applicable Final Terms.

Scheduled Trading Day means:

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

SEHK means, in respect of Shares traded through the China Connect Services, the Stock Exchange of Hong Kong Limited.

Share means an ordinary share of a company.

Similar Portfolio means, a portfolio whose "main characteristics" are similar to those of the Portfolio, in the determination of the Calculation Agent. The "main characteristics" of a Portfolio comprise, without limitation, its strategy, its currency, the asset class and the geographical or economic sectors reflected in such Portfolio.

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

Single Commodity means any Basket Component that is a physical commodity or future contract on a physical commodity, with a Basket Component Type specified as Single Commodity in the applicable Final Terms.

Single Debt means any Basket Component that is a note, a euro medium term note, or a bond, with a Basket Component Type specified as Single Debt in the applicable Final Terms.

Single Derivatives means any Basket Component that is a derivative instrument such as a structured warrant, a future, a forward or an option, with a Basket Component Type specified as Single Derivatives in the applicable Final Terms.

Single Equity means any Basket Component that is an Equity Instrument, with a Basket Component Type specified as Share, ETF Share or Fund in the applicable Final Terms.

TargetGearingLong means a target gearing percentage applicable to the long exposure of the Portfolio, if relevant as specified in the applicable Final Terms or if no such percentage is specified therein, one (1).

TargetGearingShort means a target gearing percentage applicable to the short exposure of the Portfolio, if relevant as specified in the applicable Final Terms or if no such percentage is specified therein, one (1).

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

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

Underlying Index means any Basket Component with a Basket Component Type specified as Index in the applicable Final Terms.

Underlying Index Calculation Agent means the entity in charge of calculating and publishing the Underlying Index, if different from the Underlying Index Sponsor, as specified in the operating rules of such Underlying Index.

Underlying Index Sponsor means the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the relevant Underlying Index and/or (b) announces (directly or through an Underlying Index Calculation Agent) the level of the relevant Underlying Index on a regular basis.

Valid Order means a valid and timely subscription or redemption order sent to the Fund or the Fund Service Provider that generally accepts such order, in accordance with the subscription or redemption notice period and the relevant cut off time as set forth in the Fund Documents.

Valuation Date means each date specified as such in the applicable Final Terms (or, if such date is not a Scheduled Calculation Date, the next following Scheduled Calculation Date), unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of Condition 4 and Condition 6 of these Additional Terms and Conditions.

2. DETERMINATION OF THE PORTFOLIO LEVEL

2.1 Portfolio Level

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

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

Where:

PL(0) means the initial level of the Portfolio as specified in the applicable Final Terms or, if no such level is specified, the Notional Amount.

2.2 Performance

The performance component is determined by the Calculation Agent in accordance with the following formula :

$$Perf(t-1,t) = Perf_Component(t-1,t) - Perf_FX(t-1,t)$$

Where:

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

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

2.3 Financing Cost

Only if Excess Return is specified as applicable in the applicable Final Terms:

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

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

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

In each case, where :

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

$$\text{Fin_ForexStrat}(t-1,t) = \text{Sum}(k \text{ from } 1 \text{ to } \text{NPC}(t-1)) (\text{FXHedgeInd}(k) \times Q(k,t-1) \times \text{PortfolioFX}(k,t-1) \times S(k,t-1) \times (\text{IsFunded}(k) \times \text{Rate}(k,t-1) \times \text{ACT}(t-1,t) / \text{TimeBasis} - \text{IsFunded}(k) \times \text{ERate}(k,t-1) \times \text{ACT}(t-1,t) / \text{TimeBasis}))$$

Where:

ERate(t-1) means RateLong(t-1)

IsFunded(k) means:

Only if Unfunded Component is applicable in respect of Portfolio Component (k):

$$0$$

If Unfunded Component is not specified or is specified as not applicable in respect of Portfolio Component (k):

$$1$$

Each **ERate(k,t-1)** is determined in accordance with the following:

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

If:

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

then:

$$\text{ERate}(k, t-1) = \text{RateLong}(t-1)$$

Else :

$$\text{ERate}(k, t-1) = \text{RateShort}(t-1)$$

Only if Excess Return is specified as applicable in the applicable Final Terms

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

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

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

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

Each **Rate(k,t-1)** is determined in accordance with the following:

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

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

2.4 Computation of the quantities **Q(k,t)**

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

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

Where:

Q(k,0) means the initial quantity of Portfolio Component (k) as specified in the applicable Final Terms.

ReweightFactor(k,t) is determined as follows on each Calculation Date (t) and in respect of each Portfolio Component (k):

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

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

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

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

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

If:

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

Or if:

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

Then:

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

Else :

$$\text{ReweightFactorLong}(t)=1$$

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

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

If:

$$(\text{Sum}(k \text{ from } 1 \text{ to NPC}(t-1)) ((\text{Abs}(Q(k,t-1)) - Q(k,t-1)) \times S(k,t-1) \times \text{PortfolioFX}(k,t-1)) / (2 \times \text{PL}(t-1))) > \text{GearingSupShort}$$

Or if:

$$(\text{Sum}(k \text{ from } 1 \text{ to NPC}(t-1)) ((\text{Abs}(Q(k,t-1)) - Q(k,t-1)) \times S(k,t-1) \times \text{PortfolioFX}(k,t-1)) / (2 \times \text{PL}(t-1))) < \text{GearingInfShort}$$

Then:

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

Else :

$$\text{ReweightFactorShort}(t)=1$$

For the avoidance of doubt, if neither GearingInfShort nor GearingSupShort is specified in the applicable Final Terms, then ReweightFactorShort(t) shall always be set to 1.

AdjustmentFactor(k,t) is determined in accordance with the following on each Calculation Date (t) and in respect of each Portfolio Component (k):

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

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

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

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

2.5 Reference Price

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

- a. If "Closing Price" is specified as applicable or if no Reference Price is specified in the applicable Final Terms, and

- a. if such Portfolio Component (k) is an Equity Instrument that is a Share or an ETF Share, the official closing price of the share of such Company or ETF at the Scheduled Closing Time on such Scheduled Calculation Date (t) (or the Scheduled Closing Time on the Scheduled Trading Day preceding such Scheduled Calculation Date (t), as the case may be);
 - b. if such Portfolio Component (k) is an Equity Instrument that is a Fund Unit, the latest available Net Asset Value dated in respect of such Scheduled Calculation Date (t) as determined by the Calculation Agent;
 - c. if such Portfolio Component (k) is a Commodity Instrument, the official closing price published on the relevant price source as determined by the Calculation Agent;
 - d. if such Portfolio Component (k) a Debt Instrument, the official closing price of such Debt Instrument as determined by the Calculation Agent;
 - e. if such Portfolio Component (k) is an Underlying Index, the official closing level of such Underlying Index as determined by the Underlying Index Calculation Agent on the Scheduled Closing Time on such Scheduled Calculation Date (t) (or the Scheduled Closing Time on the Scheduled Trading Day preceding such Scheduled Calculation Date (t), as the case may be); or
 - f. if such Portfolio Component (k) is a Derivatives Instrument, the closing value of such Derivatives Instrument on such Scheduled Calculation Date (t), as determined by the Calculation Agent.
-
- b. if "Fixing Price" is specified as applicable in the applicable Final Terms, the price or level of such Portfolio Component(k), as relevant, as of such Calculation Date (t) and as of the ReferenceFixingTime (as specified in the applicable Final Terms);
 - c. if "TWAP" is specified as applicable in the applicable Final Terms, the time weighted average price or level of such Portfolio Component (k), as relevant, on such Calculation Date (t), calculated between the TWAPStartTime (as specified in the applicable Final Terms) and the TWAPEndTime (as specified in the applicable Final Terms), as determined by the Calculation Agent;
 - d. if "VWAP" is specified as applicable in the applicable Final Terms, the volume weighted average price or level of such Portfolio Component (k), as relevant, on such Calculation Date (t), calculated between the VWAPStartTime (as specified in the applicable Final Terms) and the VWAPEndTime (as specified in the applicable Final Terms), as determined by the Calculation Agent;
 - e. if "Opening Price" is specified as applicable in the applicable Final Terms, the official opening price or level of such Portfolio Component (k), as relevant, on such Calculation Date (t);
 - f. if "Best Effort" is specified as applicable in the applicable Final Terms, any of the above options, provided that the Reference Price will correspond to the above Reference Price that would be actually obtained by the Calculation Agent (or any of its Affiliates) if it were to hedge such Reference Price, as determined by the Calculation Agent; or
 - g. if "Bid-Ask Spread" is specified as applicable in the applicable Final Terms, then
 - i. if the relevant Reference Price is determined by reference to purchase order because of an increased exposure to such Portfolio Component (k), the resulting

Reference Price shall be further adjusted and multiplied by $(1 + \text{SpreadMidAsk})$ (SpreadMidAsk being specified in the applicable Final Terms); and

- ii. if the relevant Reference Price is determined by reference to sell order because of a decreased exposure to such Portfolio Component (k), the resulting Reference Price shall be further adjusted and multiplied by $(1 - \text{SpreadBidMid})$ (SpreadBidMid being specified in the applicable Final Terms),

provided that, if so provided in the applicable Final Terms, any of one of the above options may be applied in a different manner in respect of (i) different Scheduled Calculation Dates, (ii) different Portfolio Components or, if "Dynamic Portfolio" is set to applicable in the applicable Final Terms, or (iii) depending on whether a Modification Proposal (as defined in Condition 3) is effective on a given Calculation Date.

3. SPECIFIC PROVISIONS APPLICABLE TO DYNAMIC PORTFOLIOS

This Condition 3 applies only if "Dynamic Portfolio" is specified as being applicable in the applicable Final Terms. Unless otherwise stated herein, the following is to be considered as an additional Condition to these Additional Terms and Conditions.

As further detailed hereinafter and in particular in Condition 3.3, the composition of the Portfolio may be amended by way of Modification Proposal(s) submitted by the Weighting Advisor in accordance with this Condition 3.

3.1 Additional definitions applicable to Dynamic Portfolios

Applicable Portfolio Eligibility Criteria means a Global Portfolio Eligibility Criteria, a Component Related Eligibility Criteria or a Modification Related Eligibility Criteria, as specified in the applicable Final Terms.

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

Portfolio Eligibility Criteria means a set of Applicable Portfolio Eligibility Criteria, as set out in the applicable Final Terms and as further detailed in Condition 3.4. Any Modification Proposal by the Weighting Advisor which is in breach of any Applicable Portfolio Eligibility Criteria, as set out in the applicable Final Terms shall be rejected by the Calculation Agent in accordance with Condition 3.3.

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

Modification Proposal means a modification proposed by the Weighting Advisor in accordance with Condition 3.3.

Modification Trigger means a trigger for a Modification Proposal. A Modification Trigger shall be one or more of the following:

- (a) past or forecasted level and/or performance of the Portfolio Component(s) which is(are) subject to the Modification Proposal; and/or
- (b) past or forecasted level and/or level of the Portfolio Component(s) which is(are) subject to the Modification Proposal; and/or
- (c) past or forecasted volatility of the Portfolio Component(s) which is(are) subject to the Modification Proposal; and/or
- (d) past or forecasted volatility of the Portfolio; and/or
- (e) publication of a macroeconomic data or indicator which is relevant to the Portfolio or the Portfolio Component(s) which is(are) subject to the Modification Proposal; and/or

- (f) determination of expected or publication of realised fundamental valuation the Portfolio Component(s) which is(are) subject to the Modification Proposal; and/or
- (g) determination of expected or publication of realised coupon or dividend yield; and/or
- (h) determination of expected or publication of realised earnings; and/or
- (i) absent the Modification Proposal, the Portfolio Eligibility Criteria would not be complied with; and/or
- (j) regulatory requirement or restriction; and/or
- (k) determination of expected or publication of realised traded volumes or more generally liquidity I of the Portfolio Component(s) which is(are) subject to the Modification Proposal; and/or
- (l) determination of expected or publication of realised interest rates (or any variation thereof) ; and/or
- (m) events (including notably change of rules or composition) of the relevant benchmark index.

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

Review Date means each day specified as such in the Final Terms on which a Modification Proposal is deemed to be received by the Calculation Agent from (i) the initial Valuation Date to (but excluding) (ii) the final Valuation Date, that is not a Disrupted Day in respect of any of the existing Portfolio Components that are the subject of the proposed Modification Proposal and would not be a Disrupted Day assuming any instrument or data that is proposed by the Weighting Advisor in a Modification Proposal to become a new Portfolio Component(s) is already included in the Portfolio.

TCR(k,t) means in respect of Calculation Date (t) and Portfolio Component (k) a transaction cost rate which is set out in the applicable Final Terms.

Total Number of Portfolio Components over two Consecutive Days or **TNPC(t-1,t)** means in respect of the Calculation Dates (t) and (t-1), the cumulative number of different Portfolio Components comprising the Portfolio as of such Calculation Dates (t) and (t-1).

Weighting Advisor means the entity specified as such in the applicable Final Terms and which is entitled to propose Modification Proposal(s) in accordance with Condition 3.3.

Weighting Advisory Agreement means an agreement entered into by the Calculation Agent, the Issuer and the Weighting Advisor in respect of the Warrants pursuant to which the Issuer will appoint the Weighting Advisor whose duties will include proposing Modification Proposal(s) to the Portfolio. **Under the terms of the Weighting Advisory Agreement, the Weighting Advisor and every Modification Proposal will aim to maximise the Portfolio Level in accordance with these Additional Terms and Conditions including, without limitation Condition 3 and the Portfolio Eligibility Criteria.** The Weighting Advisor will also remain responsible, in performing its duties under the Weighting Advisory Agreement, for acting honestly and in a commercially reasonable manner and for exercising the diligence of a reasonably prudent investment advisor or adviser in comparable circumstances.

3.2 Amendments to Condition 2

The following amendments are made to Condition 2 of these Additional Terms and Conditions for the purpose of determining the Portfolio Level of the Portfolio.

3.2.1 Amendments to Condition 2.1

The formula used to determine the Portfolio Level is replaced with the following

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

Where :

PL(0) means the initial level of the Portfolio as specified in the applicable Final Terms.

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

3.2.2 Amendments to Condition 2.4

Condition 2.4 is deleted in its entirety and replaced with the following:

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

Q(k,0) means the initial quantity of Portfolio Component (k) as specified in the applicable Final Terms.

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

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

Where:

ReweightFactor(k,t) is determined as follows on each Calculation Date (t) and in respect of each Portfolio Component (k):

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

$$\text{ReweightFactor}(k,t) = \text{ReweightFactorLong}(t)$$

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

$$\text{ReweightFactor}(k,t) = \text{ReweightFactorShort}(t)$$

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

If:

$$\left(\sum_{k \text{ from } 1 \text{ to } \text{NPC}(t-1)} ((\text{Abs}(Q(k,t-1)) + Q(k,t-1)) \times S(k,t-1) \times \text{PortfolioFX}(k,t-1)) / (2 \times \text{PL}(t-1)) > \text{GearingSupLong} \right)$$

Or if:

$$\left(\sum_{k \text{ from } 1 \text{ to } \text{NPC}(t-1)} ((\text{Abs}(Q(k,t-1)) + Q(k,t-1)) \times S(k,t-1) \times \text{PortfolioFX}(k,t-1)) / (2 \times \text{PL}(t-1)) < \text{GearingInfLong} \right)$$

Then:

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

Else :

$$\text{ReweightFactorLong}(t) = 1$$

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

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

If:

$$\left(\sum_{k \text{ from } 1 \text{ to } \text{NPC}(t-1)} ((\text{Abs}(Q(k,t-1)) - Q(k,t-1)) \times S(k,t-1) \times \text{PortfolioFX}(k,t-1)) / (2 \times \text{PL}(t-1)) > \text{GearingSupShort} \right)$$

Or if:

$$\left(\sum_{k \text{ from } 1 \text{ to } \text{NPC}(t-1)} ((\text{Abs}(Q(k,t-1)) - Q(k,t-1)) \times S(k,t-1) \times \text{PortfolioFX}(k,t-1)) / (2 \times \text{PL}(t-1)) < \text{GearingInfShort} \right)$$

Then:

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

Else :

$$\text{ReweightFactorShort}(t)=1$$

For the avoidance of doubt, if neither GearingInfShort nor GearingSupShort is specified in the applicable Final Terms, then ReweightFactorShort(t) shall always be set to 1.

AdjustmentFactor(k,t) is determined in accordance with the following on each Calculation Date (t) and in respect of each Portfolio Component (k):

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

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

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

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

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

Q(k,t) shall be the quantity communicated by the Weighting Advisor in accordance with Condition 3.3

3.3 Re-Weighting of Dynamic Portfolio composition

3.3.1 The Weighting Advisor may on each Review Date propose to the Calculation Agent a modification to the Portfolio, subject to the Portfolio remaining in compliance with each and every Applicable Portfolio Eligibility Criteria.

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

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

(each a **Modification Proposal**, together the **Modification Proposals**) in accordance with the procedure described in Condition 3.4 (the **Re-Weighting Procedure**). For the avoidance of doubt, any Q(k,t) may be equal to 0 in which case the Portfolio Component shall be deemed to be removed from the Portfolio. It is understood that it is under the responsibility of the Weighting Advisor to ensure that any Modification Proposal complies with the Portfolio Eligibility Criteria and that, subject to Condition 3.3.2, neither the Issuer nor the Calculation Agent will influence a Modification Proposal.

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

3.3.2 Under normal market conditions, the Calculation Agent shall implement the Modification Proposals relating to the Portfolio unless the Calculation Agent determines:

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

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

The following information shall be made available by the Calculation Agent on the Portfolio Publication Website:

- the composition of the Portfolio; and
- the detail of each Modification Proposal including the applicable Modification Trigger.

3.4 Re-Weighting Procedure

Subject to the provision of 3.3.2 above, the Calculation Agent shall on each Rebalancing Date make the Modification Proposal(s) to the Portfolio requested by the Weighting Advisor, provided the relevant request was received before the Communication Deadline on the Review Date. Any request received on a Review Date after the Communication Deadline shall be deemed to be received on the immediately subsequent Review Date.

3.5 Portfolio Eligibility Criteria

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

	Attribute Criteria	<p>means one or more of the identification conditions listed in the section “Attribute Criteria” below, and specified in the applicable Final Terms that must be met by a Portfolio Component in addition to the Portfolio Component Type Criteria and the Component Portfolio Sub-Type Criteria (if any) and expressed as follows :</p> <p>[for][which] [is][are] [not] [has][have][does not have][do not have] [a][an][<i>Attribute(s)</i>] [higher] [lower] [than] [or] [equal to][among the following] [one of the following] [is][are][not] [set to] [<i>Attribute Value(s)</i>]</p>
	Criteria Impact	<p>means the constraint or set thereof which apply(ies) to an Attribute Criteria (or set thereof) in relation to a given set of Portfolio Component Type(s) and/or Portfolio Component Sub Type(s). It is expressed as follows::</p> <p>[[is][are] [not] allowed]</p> <p>[must [not] have [an individual][an aggregate] [quantity][weight (as determined by the Calculation Agent as its quantity multiplied by its price or level, converted if necessary into the Portfolio Currency, then divided by the Portfolio Level)] [higher][lower][than][or][equal to] [<i>Quantitative Constraint</i>]].</p> <p>Where Quantitative Constraint(s) is a number, rate, percentage or level specified in the applicable Final Terms under the item Portfolio Eligibility Criteria.</p>
Modification related Portfolio Eligibility Criteria	<p>means one or more of the following:</p> <ul style="list-style-type: none"> - The proposed Modification Proposal shall not require the Issuer or the Calculation Agent to trade more than [<i>specify percentage</i>] of the average of traded volumes on the relevant Exchange over the past [<i>specify the number of days in the applicable Final Terms</i>] days (as determined by the Calculation Agent); - The Weighting Advisor must [not] propose [at least][at most][more than][less than] [<i>specify number of Modification Proposal(s) in the applicable Final Terms</i>] Modification Proposal(s) per [<i>specify frequency</i>]; . - The Weighting Advisor [may][must][not][only] propose a Modification Proposal on the following dates: [<i>specify date in the applicable Final Terms</i>] <p>as specified in the applicable Final Terms.</p>	

List of Attributes with Attribute Values

Attributes	Attribute Values
listed on a regulated Exchange of	[specify in the applicable Final Terms the country where the Exchange(s) of the Portfolio Component(s) which is(are) subject to the Component Related Eligibility Criteria are located.]
listed on	[specify in the applicable Final Terms the Exchange(s) of the Portfolio Component(s) which is(are) subject to the Component Related Eligibility Criteria]
issued by	[specify in the applicable Final Terms the Company(ies) or issuer(s) of the Portfolio Component(s) which is(are) subject to the Component Related Eligibility Criteria]
issued by an entity located in	[specify in the applicable Final Terms the registration country(ies) of the Company(ies) or issuer(s) of the Portfolio Component(s) which is(are) subject to the Component Related Eligibility Criteria]
issued by an entity whose industry is	[specify in the applicable Final Terms the industry(ies) of the Company(ies) or issuer(s) of the Portfolio Component(s) which is(are) subject to the Component Related Eligibility Criteria]
issued by an entity whose sector is	[specify in the applicable Final Terms the sector(s) of the Portfolio Component(s) or, as relevant, of the Company(ies) or issuer(s) of the Portfolio Component(s) which is(are) subject to the Component Related Eligibility Criteria]
issued by an entity whose sub-sector is	[specify in the applicable Final Terms the sub-sector(s) of the Company(ies) or issuer(s) of the Portfolio Component(s) which is(are) subject to the Component Related Eligibility Criteria]
denominated in	[specify in the applicable Final Terms the denomination currency(ies) of the Portfolio Component(s) which is(are) subject to the Component Related Eligibility Criteria]
issue size	[specify in the applicable Final Terms the aggregate issue size of the Portfolio Component(s) which is(are) subject to the Component Related Eligibility Criteria]
Net Asset Value	[specify in the applicable Final Terms the aggregate net asset value of the Portfolio Component(s) which is(are) subject to the Component Related Eligibility Criteria]
market capitalisation	[specify in the applicable Final Terms the aggregate market capitalisation of the Portfolio Component(s) which is(are) subject to the Component Related Eligibility Criteria]
[number of days] days average traded volume	[specify in the applicable Final Terms the period (for example 60 days) and the corresponding average volume traded on the relevant market or Exchange over such period]
registered for public offering in	[specify in the applicable Final Terms the country(ies) where the Portfolio Component(s) which is(are) subject to the Component Related Eligibility Criteria can be offered to the public]
compliant with the European Union Directive 85/611/EEC of 20 December 1985 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities or any successor thereto (including the Directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009, as amended)	not applicable
sponsored by	[specify in the applicable Final Terms the sponsor of the Portfolio Component(s) (for example an index) which is(are) subject to the Component Related Eligibility Criteria]
managed by	[specify in the applicable Final Terms the manager of the Portfolio Component(s) which is(are) subject to the Component Related Eligibility Criteria]

advised by	[specify in the applicable Final Terms the advisor of the Portfolio Component(s) which is(are) subject to the Component Related Eligibility Criteria, for example the advisor of the fund]
sub-managed by	[specify in the applicable Final Terms the sub-manager of the Portfolio Component(s) which is(are) subject to the Component Related Eligibility Criteria]
issued by an entity whose long term credit rating	[specify in the applicable Final Terms the credit rating of the Company(ies) or issuer(s) of the Portfolio Component(s) which is(are) subject to the Component Related Eligibility Criteria]
published by	[specify in the applicable Final Terms the publisher of the Portfolio Component(s) (for example an index) which is(are) subject to the Component Related Eligibility Criteria]
member of [a publicly available Index]	[specify in the applicable Final Terms the publicly available index or indices which must contain the Portfolio Component(s) which is(are) subject to the Component Related Eligibility Criteria]
underlying	[specify in the applicable Final Terms the underlying of the Portfolio Component(s) which is(are) subject to the Component Related Eligibility Criteria]
eligible for inclusion to the assets of an Undertakings for Collective Investment in Transferable Securities complying with the European Union Directive 85/611/EEC of 20 December 1985 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities or any successor thereto (including the Directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009, as amended).	not applicable
Reference Price	[specify in the applicable Final Terms the Reference Price election, see Condition 2.5]
FX Hedge	[specify in the applicable Final Terms the FX Hedge election, i.e. applicable or not applicable]

3.6 Effect of Termination of Weighting Advisory Agreement

If the Weighting Advisory Agreement is terminated prior to the Expiration Date (or, in case of open end Warrants, the last Optional Early Expiration Date), the Weighting Advisor will be deemed to request a Modification Proposal to remove all Portfolio Components from the Portfolio as of the first Calculation Date (**Deemed Removal Date**) following the date as of which the Weighting Advisory Agreement is terminated. As a consequence, the Portfolio will not be exposed anymore to any Portfolio Component. In such case, investors will not participate in the performance of any Portfolio Component after the Deemed Removal Date.

4. CONSEQUENCES OF DISRUPTED DAYS FOR VALUATION DATES OR AVERAGING DATES

If any Valuation Date or Averaging Date specified in the applicable Final Terms (the **Scheduled Valuation Date or the Scheduled Averaging Date**) is a Disrupted Day for a Portfolio, then the Valuation Date or Averaging Date for such Portfolio shall be the first succeeding Scheduled Calculation Date that is not a Disrupted Day in respect of that Portfolio, unless each of the eight Scheduled Calculation Dates immediately following the Scheduled Valuation Date or Averaging Date is a Disrupted Day. In that case:

- A. the eighth Scheduled Calculation Date shall be deemed to be the Valuation Date or Averaging Date, notwithstanding the fact that such day is a Disrupted Day; and
- B. the Calculation Agent shall determine the level of the Portfolio on that eighth Scheduled Calculation Date in accordance with the formula for and method of calculating that Portfolio last in effect prior to the occurrence of the first Disrupted Day;

provided that if the Portfolio is included in a Basket, the hereabove provisions shall apply only to the Portfolio affected by the occurrence of a Disrupted Day and the Valuation Date or Averaging Date for each other underlying comprised in the Basket and not affected by a Disrupted Day shall be the Scheduled Valuation Date or the Scheduled Averaging Date;

provided however that:

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

provided however that-

- in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Swedish Central Securities Depository (Euroclear Sweden AB), the Finnish Central Securities Depository (Euroclear Finland Ltd) or the Danish Central Securities Depository, VP Securities A/S (**VP Securities**), all references to the word "fourth" above shall be deemed to be references to the word "twelfth", and
- in respect of Uncertificated Nordic Warrants issued, cleared and settled through the Norwegian Central Security Depository (**Verdipapirsentralen**), all references to the word "fourth" above shall be deemed to be references to the word "tenth".

5. ADJUSTMENTS, EVENTS, MONETISATION UNTIL THE EXPIRATION DATE, HEDGING DISRUPTION, INCREASED COST OF HEDGING, CHANGE IN LAW CHINA CONNECT SHARE DISQUALIFICATION, CHINA CONNECT SERVICE TERMINATION AND HOLDING LIMIT EVENTS RELATING TO PORTFOLIOS

5.1 Stop-Loss Event relating to a Portfolio

If, on any Calculation Date after the initial Valuation Date (excluded) and before the last Valuation Date (included), the Portfolio Level of a Portfolio is affected by a decrease of 80 per cent. or more of its Portfolio Level on the initial Valuation Date (the **Affected Portfolio** and the event, the **Stop-Loss Event**), then the Calculation Agent may decide to:

- A. consider such event as an event triggering an early termination of the Warrants (hereafter an **Early Termination Event**). In that case, where an Early Termination Event occurs the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, as soon as possible after the occurrence of the Stop-Loss Event, (i) in the case of Cash Settled Warrants an amount equal to the Early Termination Settlement Amount determined in accordance with Condition 5.9 of the General Terms and Conditions or (ii), in the case of Physical Delivery Warrants, subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions; or
- B. continue the Warrants according to their terms.

5.2 Hedging Disruption, Increased Cost of Hedging and consequences

Hedging Disruption means, in respect of Warrants that have one or more Portfolio(s) as Underlying(s) that Société Générale or any of its affiliates is unable, after using commercially reasonable efforts, to either (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the price risk of entering into and performing its obligations with respect to the Warrants or the agreement entered into with Société Générale or any of its affiliates by the Issuer in relation to the Warrants; or (b) freely realize, recover, receive, repatriate, remit or transfer the proceeds of Hedge Positions as the case may be between accounts within the jurisdiction of the Hedge Positions (the **Affected Jurisdiction**) or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction.

In addition, for Shares traded through the China Connect Services, the definition of Hedging Disruption is completed by adding:

For the avoidance of doubt, "using commercially reasonable efforts" to hedge the risks with respect to the transaction(s) referred to in Hedging Disruption does not include the use of any quota granted to Société Générale or its Affiliates under the Qualified Foreign Institutional Investor (QFII) or Renminbi Qualified Foreign Institutional Investor (RQFII) schemes.

Increased Cost of Hedging means, in respect of Warrants that have one or more Portfolio(s) as Underlying(s), that Société Générale or any of its affiliates would incur a materially increased (as compared with circumstances existing on the date(s) on which Société Générale or any of its affiliates enters into the Hedge Positions in respect of the Warrants) amount of tax, duty, expense or fee (other than brokerage commissions) or costs specified in these Additional Terms and Conditions, and the applicable Final Terms to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk of entering into and performing its obligations with respect to the Warrants or any agreement entered into with Société Générale or any of its affiliates by the Issuer with respect to the Warrants or (b) freely realize, recover or remit the proceeds of its Hedge Positions.

Increased Cost of Borrow means, in respect of Warrants that have one or more Portfolio(s) as Underlying(s), that Société Générale or any of its affiliates would incur a materially increased (as compared with circumstances existing on the date(s) on which Société Générale or any of its affiliates enters into the Hedge Positions in respect of the Warrants) rate to borrow hedging instruments in respect of the Warrants.

Loss of Borrow means, in respect of Warrants that have one or more Portfolio(s) as Underlying(s), that Société Générale or any of its affiliates is unable, after using commercially reasonable efforts, to borrow (or maintain a borrowing of) hedging instruments with respect to the Warrants in an amount it deems necessary to hedge the equity price risk of entering into and performing its obligations with respect to the Warrants or any agreement entered into with Société Générale or any of its affiliates by the Issuer with respect to the Warrants

In case of the occurrence of a Hedging Disruption, an Increased Cost of Hedging, an Increased Cost of Borrow or a Loss of Borrow relating to a Portfolio (the **Affected Underlying**), the Calculation Agent may:

- A. consider such event as an event triggering an early termination of the Warrants (hereafter, an **Early Termination Event**). In that case the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, (i) in the case of Cash Settled Warrants, an amount equal to the Early Termination Settlement Amount determined in accordance with Condition 5.9 of the General Terms and Conditions or (ii) in the case of Physical Delivery Warrants, subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions; or
- B. apply the Monetisation until the Expiration Date (as defined in Condition 5.14 of the General Terms and Conditions); but only in the case of Increased Cost of Hedging; or
- C. replace the Affected Underlying by a Similar Portfolio provided that when doing so, the Calculation Agent will make any relevant adjustment it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Warrants (subject to any taxes to be withheld or paid). In particular, the Calculation Agent may but shall be under no obligation to remove the Portfolio Component triggering the Hedging Disruption, Increased Cost of Hedging, Increased Cost of Borrow or Loss of Borrow and reinvest its proceeds into the other Portfolio Components,

and:

- A. in the case of Cash Settled Warrants, deduct (a) from the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or the Early Settlement Amount (if any) due under the Warrants, as the case may be, on payment date of the Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount (if any) and (b) in the absence of any Optional Early Settlement Amount, Event-linked Early Settlement Amount, Early Trigger Level Settlement Amount or Early Termination Settlement Amount in respect of the Warrants, from the Cash Settlement Amount due on the Settlement Date, in each case after the occurrence of the Increased Cost of Hedging, the amount of any new or any increase of, any tax, duty, expense or fee that triggered the occurrence of the Increased Cost of Hedging incurred by Société Générale or any of its affiliates, in relation to the Hedge Positions hedging the payment obligations of the Issuer under the Warrants and such amount to be apportioned pro rata amongst the outstanding Warrants (such reduction being the Reduction Amount and the result of such deduction being floored at zero); or
- B. in the case of Physical Delivery Warrants, any Physical Delivery Amount, Event-linked Early Settlement Price, Early Termination Physical Delivery Amount or Early Trigger Level Physical Delivery Amount which is calculated in connection with the Warrants shall be reduced by the Reduction Amount (subject to a floor of zero).

5.3 Change in Law and consequences

Change in Law means in respect of Warrants that have one or more Portfolio(s) as Underlying(s) that, on or after the first to occur of (a) the Issue Date and (b) the first Valuation Date of the Warrants (i) due to the adoption of any change in any applicable law or regulation (including without limitation, any law or regulation in respect of tax, solvency or capital requirements) or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines that it has become illegal for Société Générale or any of its affiliates to hold, acquire or

dispose of Hedge Positions or to maintain the agreement entered into with Société Générale or any of its affiliates by the Issuer of the Warrants, relating to the Underlying of the Warrants (the **Affected Underlying**).

Upon the occurrence, in the determination of the Calculation Agent, on or prior to the last Valuation Date or the last Averaging Date of a Change in Law, the Calculation Agent will decide to:

- A. consider such event as an event triggering an early termination of the Warrants (hereafter, an **Early Termination Event**). In that case the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, (i) in the case of Cash Settled Warrants, an amount equal to the Early Termination Settlement Amount determined in accordance with Condition 5.9 of the General Terms and Conditions of the Warrants or (ii) in the case of Physical Delivery Warrants, subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions; or
- B. replace the Affected Underlying by a Similar Portfolio provided that when doing so, the Calculation Agent will make relevant adjustment it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Warrants (subject to any taxes to be withheld or paid). In particular, the Calculation Agent may but shall be under no obligation to remove the Portfolio Component triggering the Change in Law and reinvest its proceeds into the other Portfolio Components; or
- C. apply the Monetisation until the Expiration Date (as defined in Condition 5.14 of the General Terms and Conditions).

5.4 China Connect Share Disqualification and China Connect Service Termination and consequences

In respect of Shares traded through the China Connect Services, the following paragraphs apply:

China Connect Share Disqualification means, on or after the Issue Date, the Shares cease to be accepted as "China Connect Securities" (as defined in the rules of the exchange of SEHK) for the purpose of the China Connect Service;

China Connect Service Termination means, on or after the Issue Date, the announcement by one or more of the Exchange, SEHK, the CSDCC, HKSCC or any regulatory authority with competent jurisdiction of a suspension or termination of the China Connect Service or a part thereof for any reason which materially affects the routing of orders in respect of, or holding of, the Shares through the China Connect Service and the Calculation Agent determines that there is a reasonable likelihood that such suspension or termination is not, or will not be, temporary, then upon the occurrence of such events, the Calculation Agent may elect, while China Connect Share Disqualification or China Connect Service Termination is continuing, to consider such event as an event triggering an early termination of the Warrants (hereafter, an **Early Termination Event**). In that case the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, (i) in the case of Cash Settled Warrants, an amount equal to the Early Termination Settlement Amount determined in accordance with in Condition 5.9 of the General Terms and Conditions or (ii) in the case of Physical Delivery Warrants, subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions.

5.5 Consent to Regulatory Disclosure

Without prejudice to the generality of any applicable law, the Warrantholders expressly consent to the disclosure by the Société Générale or the Issuer (as relevant) to the relevant authorities in the Relevant Jurisdiction, the Local Jurisdiction, a jurisdiction in which the SEHK is located (a "CCS Jurisdiction") or

the Tax Residence Jurisdiction, information relating to the Warrants, including the name of the Warrantholders for the Société Générale or the Issuer (as relevant) or any of their Affiliates to comply with laws and regulations of the Relevant Jurisdiction, the Local Jurisdiction, the CCS Jurisdiction or Tax Residence Jurisdiction that are applicable to the Société Générale or the Issuer (as relevant) or any of their Affiliates in connection with their dealings in the Warrants or the relevant Portfolio Component.

5.6 Holding Limit Event

In case of the occurrence of a Holding Limit Event relating to a Portfolio Component (the **Affected Underlying**), the Calculation Agent may:

- A. consider such event as an event triggering an early termination of the Warrants (hereafter, an **Early Termination Event**). In that case the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, (i) in the case of Cash Settled Warrants, an amount equal to the Early Termination Settlement Amount determined in accordance with in Condition 5.9 of the General Terms and Conditions or (ii) in the case of Physical Delivery Warrants, subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions; or
- B. apply the Monetisation until the Expiration Date (as defined in Condition 5.14 of the General Terms and Conditions); or
- C. replace the Affected Underlying by a Similar Portfolio Component provided that when doing so, the Calculation Agent will make any relevant adjustment it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Warrants (subject to any taxes to be withhold or paid). In particular, the Calculation Agent may but shall be under no obligation to remove the Portfolio Component triggering the Holding Limit Event and reinvest its proceeds into the other Portfolio Components.

6. PORTFOLIO DISRUPTION EVENTS

6.1 Consequences of a Portfolio Disruption Event

For the purposes of this Condition:

Portfolio Disruption Event means a Basket Component Disruption Event or a Market Data Disruption Event, both as determined by the Calculation Agent.

Basket Component Disruption Event means an Equity Instrument Disruption Event, a Commodity Instrument Disruption Event, a Debt Instrument Disruption Event or a Derivatives Instrument Disruption Event.

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

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

- (ii) on each Disrupted Calculation Date, the Calculation Agent shall calculate the Portfolio Level in accordance with the formula for and method of calculating the Portfolio Level as set out in these Conditions provided that:
 - (a) if the Portfolio Disruption Event is a Basket Component Disruption Event in relation to one or more of the Basket Component(s) only (such Basket Component(s) the **Affected Basket Component(s)**):
 - (x) the level or price of the Affected Basket Component(s) shall be calculated using the level or price of such Affected Basket Component(s) last in effect prior to the occurrence of the relevant Basket Component Disruption Event; and
 - (y) the level of each of the Market Data as described in the definition of such Market Data on the relevant date(s) of determination shall be calculated as if no Portfolio Disruption Event existed;
 - (b) if the Portfolio Disruption Event is a Market Data Disruption Event in relation to one or more of the Market Data only (such Market Data the **Affected Market Data**):
 - (x) the level or price of each Basket Component as described in the definition of such Basket Component(s), on the relevant date(s) of determination shall be calculated as if no Portfolio Disruption Event existed; and
 - (y) the level of the Affected Market Data shall be determined in good faith using relevant market indicators on the relevant date(s) of determination; or
 - (c) if the Portfolio Disruption Event comprises both a Basket Component Disruption Event as well as a Market Data Disruption Event:
 - (x) the level or price of the Affected Basket Component(s) shall be calculated using the level or price of such Affected Basket Component last in effect prior to the occurrence of the relevant Basket Component Disruption Event; and
 - (y) the level of the Affected Market Data shall be determined in good faith using relevant market indicators on the relevant date(s) of determination.

For the avoidance of doubt, for the purpose of this Condition 6.1, any Portfolio Component(s) that are neither an Affected Basket Component, nor an Affected Market Data will be valued as of the Disrupted Calculation Date.

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

- (a) apply Monetisation until the Expiration Date (as defined in Condition 5.14 of the General Terms and Conditions); or
- (b) substitute the relevant Affected Basket Component or Affected Market Data with another instrument (which shall then become a substitute Basket Component or Market Data) provided that when doing so, the Calculation Agent will make any relevant adjustment it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Warrants (subject to any taxes to be withheld or paid); or
- (c) consider such event as an event triggering an early termination of the Warrants (hereafter, an **Early Termination Event**). In the case where an Early Termination Event occurs, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case

may be, (i) in the case of Cash Settled Warrants, an amount equal to the Early Termination Settlement Amount determined in accordance with Condition 5.9 of the General Terms and Conditions or (ii) in the case of Physical Delivery Warrants, subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions.

6.2 Equity Instrument Disruption Event

Equity Instrument Disruption Event means, in respect of any Basket Component that is an Equity Instrument,

1. if the Equity Instrument is a Share, an ETF Share or an Underlying Index on the aforementioned, and
 - (a) if the Basket Component Type is "Share" or "ETF", the occurrence or existence of a Share Disruption Event, or
 - (b) if the Basket Component Type is "Index", the non-publication of the Underlying Index, or the announcement of a disruption event by the index sponsor of such Underlying Index, or a Share Disruption Event in respect of one or more of the components in such Underlying Index, or
2. if the Equity Instrument is a Fund Unit or an Underlying Index on Funds or any similar instrument specified in the applicable Final Terms, and
 - (a) if the Basket Component Type is "Fund", the occurrence or existence of a Fund Disruption Event, or
 - (b) if the Basket Component Type is "Index", the non-publication of the Underlying Index, or the announcement of a disruption event by the index sponsor of such Underlying Index, or a Fund Disruption Event in respect of one or more of the components in such Underlying Index.

Where,

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

For the purpose hereof:

- A. **Trading Disruption** means in respect of an Equity Instrument that is a Share, an ETF Share or Underlying Index on the aforementioned, any suspension of or limitation on trading imposed by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise
 - (a) relating to (i) such Shares, ETF Shares or (ii) any securities or instruments underlying such Underlying Index on the relevant Exchange(s), or
 - (b) relating to futures or options contracts on any relevant Related Exchange relating to (i) such Shares, ETF Shares, Underlying Index or (ii) any securities or instruments underlying such Underlying Index;

- B. **Exchange Disruption** means in respect of an Equity Instrument that is a Share, an ETF Share or an Underlying Index on the aforementioned, any event (other than an Early Closure) that disrupts or impairs the ability of market participants in general to effect transactions in, or obtain market values for
- (a) (i) such Shares, ETF Shares or (ii) any securities or instruments underlying such Underlying Index on the relevant Exchange(s) or
 - (b) futures or options contracts on any relevant Related Exchange, relating to (i) such Shares, ETF Shares, Underlying Index or (ii) any securities or instruments underlying such Underlying Index;
- C. **Early Closure** means in respect of an Equity Instrument that is a Share, an ETF Share or an Underlying Index on the aforementioned, the closure on any Exchange Business Day of
- (a) any relevant Exchange(s) relating to (i) Shares, ETF Shares or (ii) any securities or instrument underlying such Underlying Index or
 - (b) any Related Exchange for futures or options contracts relating to (i) such Shares, ETF Shares, Underlying Index or (ii) any securities or instrument underlying such Underlying Index;

in each case prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (x) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (y) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Scheduled Closing Time on such Exchange Business Day.

And where,

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

For the purpose hereof:

- A. **Calculation and/or Publication Disruption** means, in respect of an Equity Instrument that is a Fund Unit or an Underlying Index on the aforementioned, the occurrence of an event, beyond the control of a Hypothetical Replicating Party (including in case of any gate, deferral, suspension or other provisions in the Fund Documents permitting the Fund or fund underlying such Underlying Index to delay or refuse subscription and/or redemption orders) which precludes the calculation and/or publication of the Net Asset Value by the Fund (or the Fund Service Provider generally in charge of calculating such official Net Asset Value) or the net asset value of such fund underlying such Underlying Index.
- B. **Fund Settlement Disruption** means, in respect of an Equity Instrument that is a Fund Unit or an Underlying Index on the aforementioned, a failure by the Fund or fund underlying such Underlying Index to pay in cash the full amount of the redemption proceeds on the date by which the Fund or fund underlying such Underlying Index was scheduled to have paid such amount and which, in the determination of the Calculation Agent, makes it impossible or impracticable to determine the Net Asset Value of such Fund or the net asset value of such fund underlying such Underlying Index, including without limitation due to (a) the transfer of all illiquid assets of such

Fund or fund underlying such Underlying Index to a dedicated fund, account or structure pending the liquidation of such assets for the benefit of existing holders of the Fund Units (side pocket), (b) the restriction on the amount or number of redemptions orders that the Fund or fund underlying such Underlying Index (or the Fund Service Provider generally in charge of accepting redemption orders) will accept in relation to a single date on which such Fund or fund underlying such Underlying Index normally accepts redemption orders (a gate), (c) the suspension for any reason of the subscription or redemption orders by the Fund or fund underlying such Underlying Index (or the Fund Service Provider generally in charge of accepting subscription and redemption orders), or (d) the postponement of the payment of the balance of redemption proceeds to a date occurring after the financial statements of the Fund or fund underlying such Underlying Index have been reviewed by its statutory auditors (holdback), in each case whether these events are imposed by the Fund or fund underlying such Underlying Index without being envisaged in the Fund Documents on the Issue Date or are already envisaged by the Fund Documents on the Issue Date and are solely implemented by the Fund or fund underlying such Underlying Index after such date.

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

In respect of Shares traded through the China Connect Services, the following definition of Share Disruption Event applies:

- A. **Share Disruption Event** means, in respect of a Share, the occurrence or existence of (A) a Trading Disruption, (B) an Exchange Disruption, (C) a China Connect Disruption, which, in either case, the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time or (D) an Early Closure or (E) a China Connect Early Closure. For the purpose hereof:
- B. **Trading Disruption** means, in respect of a Share, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) relating to the Share on the Exchange or (b) in futures or options contracts relating to the Share on any relevant Related Exchange;
- C. **Exchange Disruption** means, in respect of a Share, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for (a) the Share on the Exchange, or (b) futures or options contracts relating to the Share on any relevant Related Exchange;
- D. **China Connect Disruption** means (i) any suspension of or limitation imposed on routing of orders (including in respect of buy orders only, sell orders only or both buy and sell orders) through the China Connect Service, relating to the Share on the Exchange or (ii) any event (other than a China Connect Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of the market participants in general to enter orders in respect of Shares through the China Connect Service;

- E. **Early Closure** means, the closure on any Exchange Business Day of (a) the relevant Exchange, or (b) any Related Exchange, prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (x) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (y) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day;
- F. **China Connect Early Closure** means the closure on any China Connect Business Day of the China Connect Service prior to its Scheduled Closing Time unless such earlier closing time is announced by SEHK or the Exchange, as the case may be, at least one hour prior to the earlier of (i) the actual closing time for order-routing through the China Connect Service on such China Connect Business Day and (ii) the submission deadline for orders to be entered into the China Connect Service system for execution on the Exchange at the Valuation Time on such China Connect Business Day.

6.3 Commodity Instrument Disruption Event

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

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

Where,

- A. **Failure to Publish** means the failure by the relevant price source to make public the relevant price, or the temporary or permanent discontinuance or unavailability of the price source; or
- B. **Trading Disruption** means, in respect of a Commodity Instrument that is a Single Commodity or an Underlying Index on the aforementioned, any suspension of or limitation on trading - imposed by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise - (a) relating to such Single Commodity, Underlying Index or any securities or instrument underlying such Underlying Index on the Exchange, or (b) relating to futures or options contracts relating to such Single Commodity, Underlying Index or any securities or instrument underlying such Underlying Index on any relevant Related Exchange.
- C. **Exchange Disruption** means, in respect of a Commodity Instrument that is a Single Commodity or an Underlying Index on the aforementioned, any event (other than an Early Closure) that disrupts or impairs the ability of market participants in general to effect transactions in, or obtain market values for, (a) (i) such Commodity Instrument or (ii) any securities or instrument underlying such Underlying Index, on the relevant

Exchange(s) or (b) futures or options contracts, or other derivatives on the relevant Related Exchange or over-the-counter market, relating to (i) such Commodity Instrument or (ii) any securities or instrument underlying such Underlying Index,

D. **Early Closure** means, in respect of a Commodity Instrument that is a Single Commodity or an Underlying Index on the aforementioned, the closure on any Exchange Business Day of:

(a) any relevant Exchange(s) relating to (i) such Commodity Instrument or (ii) any securities or instrument underlying such Underlying Index or;

(b) any Related Exchange for futures or options contracts relating to (i) such Commodity Instrument or (ii) any securities or instrument underlying such Underlying Index,

prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (x) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (y) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Scheduled Closing Time on such Exchange Business Day.

6.4 Debt Instrument Disruption Event

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

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

Where,

- A. **Failure to Publish** means the non-publication of the closing levels or market value of the relevant Debt Instrument (or any securities or instrument underlying such Debt Instrument in the case of an Underlying Index), including pursuant to the redemption, cancellation or permanent discontinuance of the relevant Debt Instrument (or any securities or instrument underlying such Debt Instrument in the case of an Underlying Index).
- B. **Trading Disruption** means the suspension or limitation imposed on trading on the over-the-counter, organized or regulated market(s) on which the relevant Debt Instrument (or any securities or instrument underlying such Debt Instrument in the case of an Underlying Index) is traded,
- C. **Exchange Disruption** means any event (other than an Early Closure) that disrupts or impairs the ability of market participants in general to effect transactions in, comply with its clearing obligations, or obtain market values for, (a) such (i) Debt Instrument or (ii) any securities or instrument underlying such Debt Instrument in the case of an Underlying Index, on the relevant Exchange or (b) futures or options contracts, or other derivatives on the relevant Related Exchange or over-the-counter market, relating to (i) such Debt Instrument or (ii) any securities or instrument underlying such Debt Instrument in the case of an Underlying Index,

D. **Early Closure** means the closure on any Exchange Business Day of:

- (a) any relevant Exchange(s) relating to (i) such Debt Instrument or (ii) any securities or instrument underlying a Debt Instrument that is an Underlying Index or;
- (b) any Related Exchange for futures or options contracts relating to (i) such Debt Instrument or (ii) any securities or instrument underlying a Debt Instrument that is an Underlying Index,

prior to its Scheduled Closing Time.

6.5 Derivatives Instrument Disruption Event

Derivatives Instrument Disruption Event means with respect to a Basket Component that is a Derivatives Instrument, the occurrence of any of the following events:

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

Where,

- A. **Failure to Publish** means the non-publication of the closing levels or market value of the relevant Derivatives Instrument (or any securities or instrument underlying such Derivatives Instrument in the case of an Underlying Index), including pursuant to the redemption, cancellation or permanent discontinuance of the relevant Derivatives Instrument (or any securities or instrument underlying such Derivatives Instrument in the case of an Underlying Index),
- B. **Trading Disruption** means the suspension or limitation on trading imposed on the over-the-counter, organized or regulated market(s) on which the relevant Derivatives Instrument (or any securities or instrument underlying such Derivatives Instrument in the case of an Underlying Index) is traded,
- C. **Exchange Disruption** means any event (other than an Early Closure) that disrupts or impairs the ability of market participants in general to effect transactions in, comply with its clearing obligations or obtain market values for, (a) (i) such Derivatives Instrument or (ii) any securities or instrument underlying such Derivatives Instrument in the case of an Underlying Index, on the relevant Exchange or (b) futures or options contracts, or other derivatives on the relevant Related Exchange or over-the-counter market, relating to (i) such Derivatives Instrument or (ii) any securities or instrument underlying such Derivatives Instrument in the case of an Underlying Index,
- D. **Early Closure** means the closure on any Exchange Business Day of:
 - (a) any relevant Exchange(s) relating to (i) such Derivatives Instrument or (ii) any securities or instrument underlying a Derivatives Instrument that is an Underlying Index or;

- (b) any Related Exchange for futures or options contracts relating to (i) such Derivatives Instrument or (ii) any securities or instrument underlying a Derivatives Instrument that is an Underlying Index, in each case, prior to its Scheduled Closing Time.

6.6 Market Data Disruption Event

Market Data Disruption Event means with respect to a Portfolio Component that is Market Data, the non-publication of the level of any Market Data used by the Calculation Agent for the purposes of calculating the Portfolio Level.

7. PORTFOLIO EXTRAORDINARY EVENTS

7.1 Consequences of a Portfolio Extraordinary Event

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

- (a) apply Monetisation until the Expiration Date (as defined in Condition 5.14 of the General Terms and Conditions); or
- (b) substitute the Affected Portfolio Component with another instrument (which shall then become a substitute Portfolio Component) provided that when doing so, the Calculation Agent will make any relevant adjustment it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Warrants (subject to any taxes to be withhold or paid); or
- (c) consider such event as an event triggering an early termination of the Warrants (hereafter, an Early Termination Event). In that case where an Early Termination Event occurs, the Issuer shall terminate its obligations under the Warrants and pay or deliver, as the case may be, (i) in the case of Cash Settled Warrants, an amount equal to the Early Termination Settlement Amount determined in accordance with Condition 5.9 of the General Terms and Conditions or (ii) in the case of Physical Delivery Warrants, subject to payment of the Exercise Price divided, if applicable, by the Parity, the Early Termination Physical Delivery Amount determined in accordance with Condition 5.9 of the General Terms and Conditions.

For the purposes of this Condition:

Portfolio Extraordinary Event means an Equity Instrument Extraordinary Event, a Commodity Instrument Extraordinary Event, a Debt Instrument Extraordinary Event, a Derivatives Instrument Extraordinary Event, a Market Data Extraordinary Event or an Underlying Index Extraordinary Event as defined herein.

7.2 Equity Instrument Extraordinary Event

Equity Instrument Extraordinary Event means, in respect of a Basket Component that is an Equity Instrument, (i) if such Equity Instrument is a Share issued by a Company, the occurrence or existence of a Share Extraordinary Event, (ii) if such Equity Instrument is an ETF Share, the occurrence or existence of a Share Extraordinary Event or an ETF Extraordinary Event, or (iii) if such Equity Instrument is a Fund Unit, the occurrence or existence a Fund Extraordinary Event.

Where,

(i) **Share Extraordinary Event** means (a) a Liquidation; (b) a Delisting; (c) a Nationalization; (d) a Merger Event; (e) a De-Merger Event or (f) a Participation Event.

- A. **Liquidation** means that the company related to this Share or the ETF related to this ETF Share is subject to a voluntary or involuntary liquidation, dissolution or winding-up, nationalization, expropriation or is otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.
- B. **Delisting** means that the relevant Exchange announces that pursuant to the rules of such Exchange, the Share or ETF Share ceases (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason (other than the events described under Share Disruption Event) and is not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or where the Exchange is within the European Union, in any member state of the European Union).
- C. **Nationalization** means that all the Shares or ETF Shares or all or substantially all of the assets of a company or ETF are nationalized, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.
- D. **Merger Event** means, in respect of any Share:
- a. any reclassification or change of such Share (including the change of currency reference of the Share) that results in a transfer of or an irrevocable commitment to transfer all of such Share outstanding to another entity or person;
 - b. any consolidation, amalgamation, merger or binding share exchange of the relevant Company with or into another entity (other than a consolidation, amalgamation or merger in which such Company is the continuing entity and which does not result in a reclassification or change of all of such Shares outstanding);
 - c. other take-over offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Shares that results in a transfer of or an irrevocable commitment to transfer all or part of such Shares (other than any of such Shares owned or controlled by the offeror);
 - d. any consolidation, amalgamation, merger or binding share exchange of the relevant Company or its subsidiaries with or into another entity in which such Company is the continuing entity and which does not result in a reclassification or change of all of such Shares outstanding but results in the outstanding Shares (other than Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Shares immediately following such event; or
 - e. take-over offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10 per cent. and less than 100 per cent. of the outstanding voting shares of the Company, as determined by the Calculation Agent based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.
- E. **De-merger Event** means, in respect of any Share, that the Company relevant to such Share is affected by a de-merger including, without limitation, a spin off, scission or any operation of a similar nature.

- F. **Participation Event** means that a Company (whose Shares form part of the Portfolio) takes a stake exceeding 20 per cent. of another Company whose Shares (which shall be the Affected Share in respect of such Participation Event) also form part of the Portfolio.
- (ii) **ETF Extraordinary Event** means (a) ETF Strategy Breach, (b) ETF Termination, (c) ETF Currency Change, (d) ETF Regulatory Action, (e) ETF Reporting Event, (f) ETF Modification, (g) ETF Reclassification or (h) ETF Redemption or Subscription Event.
- A. **ETF Strategy Breach** means any change to, breach or violation, intentional or otherwise, of the Strategy that is reasonably likely to affect the value of the ETF Shares or the rights or remedies of any holders thereof.
- B. **ETF Termination** means the cessation or unwinding, by the ETF Manager of the legal arrangements which gave rise to the ETF.
- C. **ETF Currency Change** means that the net asset value of the ETF is quoted in a different currency to that quoted as of the Issue Date.
- D. **ETF Regulatory Action** means (i) any cancellation, suspension or revocation of the registration or approval of the ETF or the ETF Shares by any governmental, legal or regulatory entity with authority over the ETF or the ETF Shares, (ii) any change in the legal, tax, accounting, or regulatory treatments of the ETF, any ETF Manager or the ETF Shares that the Calculation Agent determines has or is reasonably likely to have an adverse impact on the investors in the ETF or the holders of the ETF Shares or on the value of the ETF Shares, or (iii) the ETF, or its ETF Manager becoming subject to any investigation, proceeding or litigation by any relevant governmental, legal or regulatory authority involving any activities relating to or resulting from the operation of the ETF, (including, without limitation, any future, announced or implemented material change to any one or more exemptive orders, no action letters or interpretative guidance of the U.S. Securities and Exchange Commission (the **SEC**), including guidance issued by the SEC's staff, relating to the ETF or to exchange traded funds generally that affects holders of the ETF Shares, whether occurring through action of the SEC or otherwise, including as a result of a court order or executive order) that the Calculation Agent determines has or is reasonably likely to have a material adverse effect on the value, redeemability or liquidity of the ETF Shares, or the operation of the ETF in accordance with the terms of the ETF Documents or (iv) the issuance by any governmental, legal or regulatory entity with authority over the Fund of an order to suspend redemption obligations of the ETF, to freeze assets of the ETF or to take any other action that the Calculation Agent determines is reasonably likely to have a material effect on the value, redeemability or liquidity of the ETF Shares.
- E. **ETF Reporting Event** means, the occurrence of any event affecting the ETF that, in the determination of the Calculation Agent would make it impossible or impracticable for the Calculation Agent to determine the net asset value of the ETF, and such event continues for at least five consecutive Exchange Business Days.
- F. **ETF Modification** means any change or modification of the ETF Documents that could reasonably be expected to affect the value of the ETF Shares or the rights or remedies of any holders thereof from those prevailing on the Issue Date.
- G. **ETF Reclassification** means (i) the reclassification of the ETF Shares or (ii) the acquisition of the ETF by, or the aggregation of ETF into, another fund whose mandate, risk-profile and/or benchmarks that the Calculation Agent determines to be

different from the mandate, risk-profile and/or benchmark as of the Issue Date (or any proposal for the foregoing occurs).

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

For the purposes of this Condition:

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

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

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

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

- A. **Breach or Termination of Agreement** means any failure by the Fund or a Fund Service Provider, as the case may be, to comply with or perform any agreement entered into by the Fund or a Fund Service Provider with Société Générale and/or one of its affiliates, defining the terms and conditions at which Société Générale and/or one of its affiliates may make subscriptions and/or redemptions in the Fund Units (as the case may be, different from the subscriptions and redemptions terms then prevailing pursuant to the Fund Documents), including as the case may be the rebates of management fees to be paid to Société Générale and/or one of its affiliates, the termination of such agreement by the Fund or a Fund Service Provider for reasons beyond the control of Société Générale or its affiliates or the failing or ceasing of such agreement to be in full force and effect or the Fund or the Fund Service Provider disaffirms, disclaims, repudiates or rejects in whole or in part or challenges the validity of such agreement;
- B. **Closure of the Fund** means liquidation, winding up or dissolution of the Fund for any reason other than those mentioned in (D) or (H) below;
- C. **Fund Adviser Event** means that the Calculation Agent determines that over a period of twelve months, the total value of the assets managed by the Fund Adviser (including the Fund) has decreased by 50 per cent (either due to redemptions or decrease in value of such assets);
- D. **Fund Insolvency Event** means, in respect of any Fund Unit, that the related Fund (a) is dissolved or has a resolution passed for its dissolution, winding-up, official liquidation (other than pursuant to a consolidation, amalgamation or merger); (b) makes a general assignment or arrangement with or for the benefit of its creditors, (c) (i) institutes or has instituted against it, by a regulator, supervisor or any similar official

with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organization or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (ii) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in clause (i) above and either (x) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (y) is not dismissed, discharged, stayed or restrained in each case within fifteen days of the institution or presentation thereof; (d) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (e) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within fifteen days thereafter; or (f) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (a) through (e) above;

- E. **Fund Modification** means any change or modification of the related Fund Documents prevailing on the Issue Date, that could reasonably be expected to affect the value of such Fund Unit or the rights or remedies of any holders thereof (including but not limited to an open-end fund that becomes a closed-end fund), as determined by the Calculation Agent;
- F. **Fund Service Provider Event** means (a) a change, resignation, termination or replacement of any Fund Service Provider, (b) a change of control or indirect control of any Fund Service Provider, (c) any of the Fund Service Provider is subject to a Fund Service Provider Insolvency Event, where "Fund Service Provider Insolvency Event" has the same meaning as Fund Insolvency Event described in (D) above, except that Fund is replaced by Fund Service Provider or (d) in the reasonable opinion of the Calculation Agent any of the Fund Service Providers is no longer deemed able to carry out its business with the standard of care which was prevailing on the Issue Date or the resignation, termination, replacement, or death of any person deemed to be key in the management of the Fund has occurred;
- G. **Holding Ratio** means the reduction of the Fund's aggregate Net Asset Value under an amount that, in the reasonable opinion of the Calculation Agent has, or is likely to have, a significant effect on the management conditions of the Fund and/or its operating expenses or would increase the proportion of Fund Units held, or likely to be held, by a Hypothetical Replicating Party, to such extent that the full redemption in one single Valid Order of the Fund Units held by a Hypothetical Replicating Party or funds managed by the same, is likely to be impaired;
- H. **Insolvency** means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting a Fund, (a) all the Fund Units of that Fund are required to be transferred to a trustee, liquidator or other similar official or (b) holders of the Fund Units of that Fund become legally prohibited from transferring or redeeming them;

- I. **Liquidity Modification** means that the Fund modifies the terms and conditions at which subscription and/or redemption orders can be submitted or are settled by the Fund as provided in the Fund Documents as of the Issue Date or implements a modification of the conditions at which subscription and/or redemption orders can be submitted or are settled by the Fund regardless as to whether the principle of such modification was already envisaged in the Fund Documents as of the Issue Date;
- J. **Merger Event** means the conversion of the Fund Unit into another class of fund units or securities, or the split of the Fund, its consolidation or its merger with, or its sale or its conveyance of all or substantially all its assets to, a third party;
- K. **Nationalization** means that all the Fund Units or all or substantially all the assets of a Fund are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof;
- L. **Regulatory Action** means, with respect to any Fund Unit, (a) cancellation, suspension or revocation of the registration or approval of such Fund Unit or the related Fund by any governmental, legal or regulatory entity with authority over such Fund Unit or Fund, (b) any change in the legal, tax, accounting, or regulatory treatments of the relevant Fund or its Fund Service Provider that is reasonably likely to have an adverse impact on the value of such Fund Unit or on any investor therein (as determined by the Calculation Agent), or (c) the related Fund or any of its Fund Service Provider becoming subject to any investigation, proceeding or litigation by any relevant governmental, legal or regulatory authority involving the alleged violation of applicable law for any activities relating to or resulting from the operation of such Fund or Fund Service Provider;
- M. **Reporting Disruption** means, in respect of any Fund Unit, any failure of the related Fund to deliver, or cause to be delivered, (a) information that such Fund has agreed to deliver, or cause to be delivered to a Hypothetical Replicating Party or (b) information that has been previously delivered to a Hypothetical Replicating Party in accordance with such Fund, or its authorized representative's, normal practice and that the Calculation Agent deems necessary to monitor such Fund's compliance with any investment guidelines, asset allocation methodologies or any other similar policies relating to such Fund Units;
- N. **Strategy Breach** means (a) any breach or violation of any strategy or investment guidelines stated in the related Fund Documents, that is reasonably likely to affect the value of the Fund Units or the rights or remedies of any holders thereof, in each case, as determined by the Calculation Agent or (b) any material modification, as determined by the Calculation Agent of the risk profile of the Fund from its risk profile prevailing on the Issue Date by reason of, but not limited to, the modification of the proportions, or reduction of diversification, of the type of assets in which the Fund invests or a reduction of the average liquidity of the assets of the Fund;

7.3 Commodity Instrument Extraordinary Events

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

- A. **Commodity Instrument Modification** means any change or modification of the Commodity Instrument documentation relating to such Commodity Instrument, that could reasonably be

expected to affect the value of such Commodity Instrument or the rights or remedies of any holders thereof, as determined by the Calculation Agent.

- B. **Commodity Instrument Liquidity Modification** means that the terms and conditions at which subscription or redemption of the Commodity Instrument are modified, regardless as to whether the principle of such modification was already envisaged in the Commodity Instrument documentation.
- C. **Commodity Instrument Cancellation** means the unavailability, cancellation or permanent discontinuance of the relevant Commodity Instrument.

7.4 Debt Instrument Extraordinary Event

Debt Instrument Extraordinary Event means, in respect of a Basket Component that is a Debt Instrument, the occurrence of (a) a Debt Instrument Modification, (b) a Debt Instrument Liquidity Modification, (c) a Debt Instrument Cancellation or (d) a Failure to Pay.

- A. **Debt Instrument Modification** means any change or modification of the Debt Instrument documentation relating to such Debt Instrument, that could reasonably be expected to affect the value of such Debt Instrument or the rights or remedies of any holders thereof, as determined by the Calculation Agent.
- B. **Debt Instrument Liquidity Modification** means that the terms and conditions at which subscription or redemption of the Debt Instrument are modified, regardless as to whether the principle of such modification was already envisaged in the Debt Instrument documentation.
- C. **Debt Instrument Cancellation** means the redemption, cancellation or permanent discontinuance of the relevant Debt Instrument.
- D. **Failure to Pay** means the failure of the issuer of the Debt Instrument to make, when and where due, any payment under the Debt Instrument documentation or under any other debt instrument issued by the issuer of the Debt Instrument at the time of such failure.

7.5 Derivatives Instrument Extraordinary Event

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

- A. **Change of Derivatives Instrument Exchange** means that the Derivatives Instrument is no longer negotiated on the Exchange and/or under a market-standard format as of the Issue Date but is negotiated on an exchange and/or under a format that is not acceptable to the Calculation Agent.
- B. **Change of Derivatives Instrument** means that the Derivatives Instrument is replaced by a successor derivatives product that is not acceptable to the Calculation Agent.
- C. **Modification to Derivatives Instrument** means that the publisher of the documentation governing the Derivatives Instrument announces that it will make a material change in the formula for or the method of calculating such Derivatives Instrument or in any other way materially modifies that Derivatives Instrument.
- D. **Cancellation of Derivatives Instrument** means that the publisher of a Derivatives Instrument announces that it will permanently cancel such Derivatives Instrument.

7.6 Market Data Extraordinary Event

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

- A. **Change of Market Data Publisher** means that the Market Data is not calculated and/or announced by the publisher of such Market Data in the same conditions as those prevailing as of the Issue Date.
- B. **Change of Market Data** means that the Market Data is replaced by a successor market data or index that is not acceptable to the Calculation Agent.
- C. **Modification to Market Data** means that the publisher of a Market Data announces that it will make a material change in the formula for or the method of calculating such Market Data or in any other way materially modifies that Market Data (other than a modification prescribed in that formula or method to maintain that Market Data).
- D. **Cancellation of Market Data** means that the publisher of a Market Data announces that it will permanently cancel such Market Data.

7.7 Underlying Index Extraordinary Event:

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

- A. **Change of Underlying Index Sponsor/Underlying Index Calculation Agent** means that an Underlying Index is not calculated and/or announced by the sponsor of the Underlying Index, or as the case may be, the calculation agent of the Underlying Index, but is calculated and/or announced by a successor underlying index sponsor, or as the case may be, a successor underlying index calculation agent that is not acceptable to the Calculation Agent.
- B. **Change of Underlying Index** means that the Underlying Index is (i) replaced by a successor index or (ii) merges with another index to constitute a merged index.
- C. **Modification to Underlying Index** means that the sponsor of an Underlying Index announces that it will make a material change in the formula for or the method of calculating such Underlying Index or in any other way materially modifies that Underlying Index (other than a modification prescribed in that formula or method to maintain that Underlying Index in the event of changes in constituent stock and capitalization and other routine events).
- D. **Cancellation of Underlying Index** means that the sponsor of an Underlying Index announces that it will permanently cancel such Underlying Index.
- E. **Other Underlying Index Extraordinary Event** means any other event having, in the opinion of the Calculation Agent, a diluting or concentrative effect on the theoretical value of the Underlying Index.

8. ADJUSTMENTS RELATING TO PORTFOLIO COMPONENTS

8.1 Consequences of a Potential Adjustment Event

Following the occurrence of any Potential Adjustment Event, the Calculation Agent will, as soon as reasonably practicable after it becomes aware of such event determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the Portfolio Component and, if so, will (a) calculate the corresponding adjustment, if any, to be made to the elements relating to the relevant Portfolio Component used to determine any settlement or payment terms under the Warrants and/or adjust any other terms of the Warrants as it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Warrants (subject to any Local Taxes to be withheld or paid as explained below) and (b) determine the effective date of that adjustment. In its determination of the existence and extent of any dilutive or concentrative effect on the theoretical value of the Portfolio Components of any Potential Adjustment Event, and any related adjustments to the terms of the Warrants, the Calculation Agent shall take into account any amounts of Local Taxes that would, in the determination of the Calculation Agent, be withheld from or paid or otherwise incurred by an Offshore Investor in connection with such Potential Adjustment Event. If relevant, the Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by a Related Exchange (if any) to options on the Portfolio Component (if any) traded on such Related Exchange (if any).

For the purposes of this Condition 8.1:

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

Offshore Investor shall mean a holder of Portfolio Components who is an institutional investor not resident in the country in which the issuer of the Portfolio Component has been incorporated or in which the Exchange, on which the Share is listed, is located (the Local Jurisdiction), for the purposes of the tax laws and regulations of the Local Jurisdiction. For the avoidance of doubt, the jurisdiction of residence of the Offshore Investor (a) shall be determined by the Calculation Agent and (b) may be the jurisdiction of Société Générale or any of its Affiliates.

Potential Adjustment Event means an Equity Potential Adjustment Event or an Other Potential Adjustment Event as defined herein.

8.2 Equity Potential Adjustment Event

Equity Potential Adjustment Event means a Share Potential Adjustment Event or an ETF/Fund Potential Adjustment Event.

Share Potential Adjustment Event means, in relation to a Basket Component which is a Share, any of the following:

- A. a subdivision, consolidation or reclassification of such Share (unless resulting in a Merger Event), including, for the avoidance of doubt, a stock split or reverse stock split, or a free distribution or dividend of any such Shares to existing holders by way of bonus, capitalisation or similar issue;
- B. a distribution, issue or dividend to existing holders of such Share of (a) such Shares, (b) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Company equally or proportionately with such payments to holders of such Shares, (c) share capital, other securities of another issuer acquired or owned (directly or indirectly) by the Company as a result of a spin-off or other similar transaction, or (d) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or otherwise) at less than the prevailing market price as determined by the Calculation Agent;
- C. an extraordinary dividend as determined by the Calculation Agent;

- D. a call by the Company in respect of Shares that are not fully paid;
- E. a repurchase by the Company or any of its subsidiaries of Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
- F. an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of the Company pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value, as determined by the Calculation Agent provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or
- G. any other event having, in the opinion of the Calculation Agent, a diluting or concentrative effect on the theoretical value of the Shares

ETF/Fund Potential Adjustment Event means, in relation to a Basket Component which is a Share, any of the following:

- A. a subdivision, consolidation or reclassification of the relevant number of Fund Units or ETF Shares, or a free distribution or dividend of any such Fund Units or ETF Shares to existing holders by way of bonus, capitalization or similar issue;
- B. a distribution, issue or dividend to existing holders of the relevant Fund Units or ETF Shares of (a) an additional quantity of such Fund Units or ETF Shares, or (b) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Fund or ETF equally or proportionately with such payments to holders of such Fund Units or ETF Shares, or (c) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Fund or ETF as a result of a spin-off or other similar transaction, or (d) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- C. an extraordinary dividend;
- D. a repurchase by the Fund or ETF of relevant Fund Units or ETF Shares whether the consideration for such repurchase is cash, securities or otherwise, other than in respect of a redemption of Fund Units or ETF Shares initiated by an investor in such Fund or ETF that is consistent with the Fund Documents or the ETF Documents; or
- E. any other event that, in the opinion of the Calculation Agent, may have a diluting or concentrative effect on the theoretical value of the Fund or ETF or quantity of Fund Units or ETF Shares.

8.3 Other Potential Adjustment Event

Other Potential Adjustment Event means, in relation to a Commodity Instrument, a Debt Instrument, a Derivatives Instrument or a Market Data, any event having, in the opinion of the Calculation Agent, a diluting or concentrative effect on the theoretical value of such Commodity Instrument, Debt Instrument, Derivatives Instrument or Market Data and which is not anticipated in terms of the relevant instrument as at the Issue Date of the Warrants or the occurrence of which is not scheduled to occur.

DESCRIPTION OF THE COLLATERAL ARRANGEMENTS RELATING TO SECURED WARRANTS

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

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

1. GENERAL

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

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

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

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

Any reference herein to the Security Trustee shall be deemed to be a reference to the Security Trustee in relation to English Law Warrants only.

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

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

In relation to each Issue of Secured Warrants which are French Law Warrants, secured pursuant to a Pledge Agreement, the Terms and Conditions of such Issue of French Law Warrants will provide that the Security Agent will be appointed as security agent of the relevant Warrantheolders in order to create, manage and enforce the relevant Pledge Agreement and the security created thereunder in its name and on behalf of the Warrantheolders pursuant to article 2328-1 of the French *Code Civil*. The subscription or purchase of French Law Warrants secured by a Pledge Agreement by the Warrantheolders of the relevant Issue of Warrants will result in the appointment of the Security Agent in

respect thereof. The relevant Warrantholders will be deemed to have notice of the provisions of the relevant Pledge Agreement and the Security Agency Agreement (as defined below). In addition, the Security Agent will enter into a security agency agreement governed by French law (the **Security Agency Agreement**) governing the role of the Security Agent in relation to each Issue of Secured Warrants governed by French law.

Any reference herein to the Security Agent shall be deemed to be a reference to the Security Agent in relation to Warrants Law Warrants only.

2. NATURE OF COLLATERAL ASSETS

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

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

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

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

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

3. TYPE OF COLLATERAL POOL

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

3.1 Single Issue Collateral Pool

Where the applicable Final Terms in respect of an Issue of Secured Warrants specify that the Type of Collateral Pool is Single Issue Collateral Pool, such Issue of Secured Warrants will be the only Issue of Secured Warrants to be secured by the relevant Collateral Pool.

3.2 Multiple Issue Collateral Pool

Where the applicable Final Terms in respect of an Issue of Secured Warrants specify that the Type of Collateral Pool is Multiple Issue Collateral Pool, such Issue of Secured Warrants may be secured by a Collateral Pool which secures one or more Issues of Secured Warrants. In such a scenario, following enforcement of the relevant Pledge Agreement, all Issues of Secured Warrants secured on such Collateral Pool would share in the distribution of the proceeds of realisation of the Collateral Assets constituting such Collateral Pool or, where the clause "Physical Delivery of Collateral Assets" is specified as applicable in the applicable Final Terms, in the delivery of the Collateral Assets contained in such Collateral Pool.

Each Issue of Secured Warrants secured pursuant to a Multiple Issue Collateral Pool must (i) be subject to the same governing law, (ii) be subject to the same method of distribution of Collateral Assets following enforcement of the relevant Pledge Agreement (i.e. exclusively either subject to "Physical Delivery of Collateral Assets" or not subject to "Physical Delivery of Collateral Assets"), (iii) be subject to the same Eligibility Criteria and Collateral Rules, (iv) be subject to the same Haircut value(s) for each type or class of Eligible Collateral Assets and (v) have the same Collateral Test Dates.

Warrantholders acquiring and holding Secured Warrants in relation to a Multiple Issue Collateral Pool will be deemed to acknowledge, accept and agree to the rights of other Warrantholders of different Issue of Secured Warrants to share equally in the security created over the Collateral Assets in the Multiple Issue Collateral Pool.

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

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

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

5. HEDGING OF ISSUER'S OBLIGATIONS

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

the Issuer and used to fulfil its obligations in relation to the Secured Warrants. Where such Hedging Agreements provide for the transfer of assets to the Issuer, such transfer shall be made with full title.

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

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

6. VALUATION OF COLLATERAL AND SECURED WARRANTS

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

6.1 Valuation of Collateral

In relation to each Issue of Secured Warrants, on the Issue Date of such Issue of Secured Warrants and on each Collateral Test Date thereafter, Société Générale or any successor thereto acting as Collateral Agent (the **Collateral Agent**) will calculate the Collateral Value pursuant to the terms of a collateral agency agreement between, *inter alia*, the Issuer and the Collateral Agent (the **Collateral Agency Agreement**).

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

When, under the Secured Warrant Provisions of the applicable Final Terms, "Collateral Valuation at Nominal Value" is specified as applicable, the Collateral Value shall be deemed to be equal to the total aggregate nominal value of the Collateral Assets constituting Eligible Collateral Assets (after taking into account any Haircut applied in relation thereto, as further described below) and "Collateral Value" shall be construed accordingly.

This Collateral Valuation at Nominal Value will mainly be used in conjunction with "NV Collateralisation" Type of Collateralisation, as described below.

The Collateral Agent shall calculate the Collateral Value as of the relevant Valuation Point (as described below) in Euro (except if another Collateral valuation currency is specified in the applicable Final Terms) (the **Collateral Valuation Currency**) using such valuation method or methods as the Collateral Agent may, acting in good faith and in a commercially reasonable manner, determine in its discretion. Where

the currency of denomination of a Collateral Asset is other than the Collateral Valuation Currency, the Collateral Agent shall convert the value of such Collateral Asset at the relevant spot exchange rate.

Except if "Predetermined Collateral Valuation Currency Rate of Exchange" is specified as applicable in the applicable Final Terms, the relevant spot exchange rate shall be the rate displayed on the Collateral Valuation Currency Screen Page at the Collateral Valuation Currency Specified Time, each as specified in the applicable Final Terms or, if no such Collateral Valuation Currency Screen Page is specified in the applicable Final Terms or is not available or if this information is not available on this page, the relevant spot rate shall be the rate determined by the Collateral Agent, acting in good faith and in a commercially reasonable manner.

If "Predetermined Collateral Valuation Currency Rate of Exchange" is specified as applicable in the applicable Final Terms, the relevant spot exchange rate shall be the predetermined rate specified in the applicable Final Terms.

When calculating the Collateral Value in respect of Eligible Collateral Assets, the Collateral Agent will, if so specified in the applicable Final Terms, take into account the Haircut (being a percentage amount by which the value of each type or class of Collateral Assets in a Collateral Pool is discounted) (as defined in the Additional Terms and Conditions relating to Secured Warrants) specified in the applicable Final Terms.

In performing its calculations as described in the section "Verification by Collateral Monitoring Agent" below, the Collateral Monitoring Agent will use the same method of valuation of the collateral assets and, as the case may be, the relevant Haircut value(s) specified in the applicable Final Terms.

6.1 Valuation of Secured Warrants

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

For the avoidance of doubt, the Secured Warrant Market Value determined by the Securities Valuation Agent can differ from the Market Value determined by the Calculation Agent in accordance with Condition 5.9 of the General Terms and Conditions of the Warrants and from the price proposed, as the case may be, by Société Générale or any affiliate of Société Générale or any other entities acting as market maker on the secondary market for a Warrant.

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

7. WAIVER OF RIGHTS TO COLLATERAL ASSETS

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

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

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

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

None of the Issuer, the Guarantor, the Collateral Agent, the Collateral Monitoring Agent, the Security Trustee or the Security Agent shall be responsible for any incorrect, inaccurate or incomplete information relating to the number of Waived Warrants relating to any one or more Issue of Secured Warrants that may have been provided to the Collateral Agent by or on behalf of any holder of Waived Warrants and none of the Issuer, the Guarantor, the Collateral Agent, the Collateral Monitoring Agent, the Security Trustee or the Security Agent shall be under any duty to verify or otherwise confirm the number of Waived Warrants so held.

Holders of Waived Warrants shall also be deemed to waive their rights to give written notice to the Issuer and the Guarantor that the Waived Warrants are immediately due and repayable at their Early Termination Settlement Amount or Early Termination Physical Delivery Amount, as the case may be, on the occurrence of an Event of Default following the delivery of a Required Collateral Default Notice (as described below).

8. REQUIRED COLLATERAL VALUE

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

- (i) where "*MV Collateralisation*" is specified as being the Type of Collateralisation applicable in the applicable Final Terms relating to an Issue of Secured Warrants, the Required Collateral Value shall be equal to the product of (a) the Collateralisation Percentage, (b) the Secured Warrant Market Value and (c) the number of Non-Waived Warrants of such Issue;

- (ii) where "*NV Collateralisation*" is specified as being the Type of Collateralisation applicable in the applicable Final Terms relating to an Issue of Secured Warrants, the Required Collateral Value shall be equal to the product of (a) the Collateralisation Percentage and (b) the total aggregate Notional Amount of the Non-Waived Warrants of such Issue;
- (iii) where "*Min (MV, NV) Collateralisation*" is specified as being the Type of Collateralisation applicable in the applicable Final Terms relating to an Issue of Secured Warrants, the Required Collateral Value shall be equal to the lower of (a) the product of (1) the Collateralisation Percentage, (2) the Secured Warrant Market Value and (3) the number of Non-Waived Warrants and (b) the product of (1) the Collateralisation Percentage and (2) the total aggregate Notional Amount of the Non-Waived Warrants of such Issue; or
- (iv) where "*Max (MV, NV) Collateralisation*" is specified as being the Type of Collateralisation applicable in the applicable Final Terms relating to an Issue of Secured Warrants, the Required Collateral Value shall be equal to the greater of (a) the product of (1) the Collateralisation Percentage, (2) the Secured Warrant Market Value and (3) the number of Non-Waived Warrants and (b) the product of (1) the Collateralisation Percentage and (2) the total aggregate Notional Amount of the Non-Waived Warrants of such Issue.

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

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

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

In determining the Required Collateral Value, where the Settlement Currency of any Secured Warrant is other than the Collateral Valuation Currency, the Collateral Agent shall convert the value of such Secured Warrant at the relevant spot exchange rate. Except if Predetermined Collateral Valuation Currency Rate of Exchange is specified as applicable in the applicable Final Terms, the relevant spot exchange rate shall be the rate displayed on the Collateral Valuation Currency Screen Page at the Collateral Valuation Currency Specified Time, each as specified in the applicable Final Terms or, if no such Collateral Valuation Currency Screen Page is specified in the applicable Final Terms or such Collateral Valuation Currency Screen Page is not available, the relevant spot rate shall be the rate determined by the Collateral Agent in good faith and in a commercially reasonable manner.

If Predetermined Collateral Valuation Currency Rate of Exchange is specified as applicable in the applicable Final Terms, the relevant spot exchange rate shall be the predetermined rate specified in the applicable Final Terms.

9. ADJUSTMENTS TO COLLATERAL POOL AND COLLATERAL TEST NOTICE

On each Collateral Test Date relating to a relevant Issue of Secured Warrants the Collateral Agent will determine whether (i) the Collateral Rules applicable to such Collateral Pool are satisfied and (ii) the Collateral Value is greater than or equal to 97 per cent of the Required Collateral Value for such Collateral Pool (taking into account any Haircut value(s) to be applied to the Collateral Assets and the aggregate value of any Waived Warrants) (limbs (i) and (ii) above being referred to as the **Collateral**

Test). When determining whether the Collateral Test is satisfied, Collateral Assets for which instructions for the transfer to the relevant Collateral Account have been provided on or before such Collateral Test Date will be included for the purposes of such determination and Collateral Assets for which instructions for the removal from the relevant Collateral Account have been provided on or before such Collateral Test Date will be excluded for the purposes of such determination.

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

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

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

10. VERIFICATION BY COLLATERAL MONITORING AGENT

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

If on the relevant Collateral Test Date:

- (i) a Collateral Test Notice has been delivered by the Collateral Agent and the Collateral Monitoring Agent determines that the Collateral Test will not be satisfied (including after taking into account any adjustments specified in such Collateral Test Notice); or
- (ii) no Collateral Test Notice has been delivered by the Collateral Agent but the Collateral Monitoring Agent has determined that adjustments need to be made to the Collateral Assets so that the Collateral Test be satisfied,

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

Following receipt of a Collateral Monitoring Agent Notice, the Collateral Agent will determine whether it is in agreement with the contents of the Collateral Monitoring Agent Notice. Should the Collateral Agent

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

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

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

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

- (i) utilising any calculations, rules or criteria which the Collateral Agent and the Collateral Monitoring Agent have agreed are not in dispute;
- (ii) if such dispute relates to the satisfaction of the Eligibility Criteria or the Collateral Rules, appointing an independent third person (acting as an expert and not as an arbitrator) selected by the Collateral Agent and approved by the Collateral Monitoring Agent (such approval not to be unreasonably withheld) to determine whether such Eligibility Criteria and Collateral Rules are satisfied with the determination of any such person being final and binding upon the Collateral Agent and the Collateral Monitoring Agent; and
- (iii) calculating the value of those Collateral Assets the value of which is in dispute by using reasonable endeavours to seek four actual, firm and executable quotations at mid-market for such Collateral Assets with contract sizes approximately equal to the value of such Collateral Assets from leading dealers in assets of the type of the Collateral Assets who are committed to trade with the Issuer or the Counterparty, which may include Société Générale, as selected by the Collateral Agent in its sole discretion acting in a commercially reasonable manner, and taking the weighted average of those obtained; provided that if four quotations are not available for a particular Collateral Asset, then fewer than four quotations may be used for that Collateral Asset, and if no quotations are available for a particular Collateral Asset, then the Collateral Agent's original calculations will be used for the Collateral Asset.

Following a recalculation pursuant to the Collateral Test Dispute Resolution Procedure, the Collateral Agent shall issue a **Post Dispute Collateral Test Notice** to the Collateral Monitoring Agent and the Collateral Custodian (copied to the Issuer and the Guarantor, as the case may be) containing the Collateral Value, Required Collateral Value and any adjustments to be made to the Collateral Pool such that the Collateral Test will be satisfied, in each case determined in accordance with the Collateral Test

Dispute Resolution Procedure, as soon as possible but in any event not later than the 30th Collateral Business Day following delivery of the Collateral Monitoring Agent Notice. A Post Dispute Collateral Test Notice issued following the conclusion of a Collateral Test Dispute Resolution Procedure shall be binding on the Collateral Agent and the Collateral Monitoring Agent and shall not be subject to further verification by the Collateral Monitoring Agent. For the avoidance of doubt, the determination of the Collateral Value, Required Collateral Value and the adjustments to be made to a Collateral Pool in accordance with the Collateral Test Dispute Resolution Procedure will not constitute an Event of Default.

11. REQUIRED SETTLEMENT PERIOD

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

12. COLLATERAL SUBSTITUTION

If "Collateral Substitution" is specified as being applicable in the applicable Final Terms, the Issuer (or the Collateral Agent on its behalf) may withdraw and/or replace Collateral Assets from any Collateral Account provided that following such adjustment the Collateral Test continues to be satisfied. The Issuer (or the Collateral Agent on its behalf) will send or cause to be sent a Collateral Test Notice to the Collateral Monitoring Agent and the Collateral Custodian (copied to the Issuer and the Guarantor, as the case may be) specifying the adjustments to be made to the Collateral Pool (including inter alia the type and quantity of any Collateral Assets to be deposited and/or removed). The Collateral Business Day immediately following a day on which such Collateral Test Notice is given by the Issuer (or the Collateral Agent on its behalf) for the substitution of Collateral Assets as described above will be deemed to be a Collateral Test Date.

13. NOTIFICATION OF SETTLEMENT FAILURE

The Collateral Custodian shall notify the Issuer, the Collateral Agent and the Collateral Monitoring Agent if the settlement of any transfer of Collateral Assets has not completed within the common market practice timeframe for settlement of the type of Collateral Asset being so transferred or if such transfer has not completed by the end of the Required Settlement Period.

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

If the Issuer or the Collateral Agent determines that a Collateral Disruption Event has occurred, the Issuer may in its sole and absolute discretion consider such event as an event triggering early settlement of the relevant Warrants at their Early Termination Settlement Amount in the case of Cash Settled Warrants or, in the case of Physical Delivery Warrants, at their Early Termination Physical Delivery Amount, following the occurrence of a Collateral Disruption Event as specified in the applicable Final Terms.

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

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

15. DEFAULT IN PROVISION OF COLLATERAL ASSETS

The Issuer shall be in default in relation to its obligation to provide the required level of Collateral Assets in relation to a particular Collateral Pool if:

- (i) following receipt of a Collateral Monitoring Agent Notice which indicates that the Collateral Test is not satisfied (or will not be satisfied after taking into account any adjustments specified in a Collateral Test Notice):
 - (A) no First Level Revised Collateral Test Notice or Dispute Notice has been sent; or
 - (B) no Second Level Revised Collateral Test Notice or Dispute Resolution Procedure Notice has been sent; or
 - (C) no Post Dispute Collateral Test Notice has been sent,

in each case on or before the fifth Collateral Business Day following the date on which the Collateral Agent had the obligation to send such notice to the Collateral Monitoring Agent; or
- (ii) except in the case of a Collateral Settlement Disruption, the Issuer or the Collateral Agent (on behalf of the Issuer) fails to deliver the additional necessary Collateral Assets within the Required Settlement Period and such failure results in the Collateral Test not being satisfied for 5 consecutive Collateral Business Days following the end of such Required Settlement Period (when determining whether the Collateral Test has been so satisfied, only Collateral Assets which have been actually been transferred to the relevant Collateral Account shall be taken into account).

The occurrence of an event specified in paragraph 15(i) or 15(ii) above is hereinafter referred to as a **Required Collateral Default**. For the avoidance of doubt, in the case of a Collateral Settlement Disruption, if at the end of the 60 Collateral Business Day period (i) the External Event(s) continue(s) to exist or (ii) the Collateral Assets for which the regular settlement period is greater than 10 Collateral Business Days under normal market conditions have not been settled, this shall constitute a Collateral Disruption Event and not an Event of Default.

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

16. EVENTS OF DEFAULT, GUARANTEE AND COLLATERAL ENFORCEMENT

Secured Warrants will be subject to the same Events of Default as are applicable to Warrants (other than Secured Warrants). In addition, Secured Warrants will be subject to an additional Event of Default if (i) the Collateral Monitoring Agent delivers a Required Collateral Default Notice in relation to a Collateral Pool securing such Secured Warrants or (ii) an Event of Default occurs in respect of any other Issue of Warrants secured by the same Collateral Pool.

Following the occurrence of an Event of Default in relation to an Issue of Secured Warrants, a Warrantholder may give written notice to the Issuer, the Guarantor and the Security Trustee (in the case of English Law Warrants) or the Security Agent (in the case of French Law Warrants) that the Warrants held by such Warrantholder are immediately due and repayable at their Early Termination Settlement Amount or Early Termination Physical Delivery Amount (subject to payment of the Exercise Price divided, if applicable, by the Parity) (as the case may be and as defined in the General Terms and Conditions of the Warrants) (the delivery of such a notice being hereafter referred to as a **Secured Warrant Acceleration Event**). If a Secured Warrant Acceleration Event occurs in relation to one or more Secured Warrants (such Warrants being **Accelerated Secured Warrants**), all Secured Warrants which are secured by the same Collateral Pool as the one securing such Accelerated Secured Warrant(s) will also become immediately due and repayable at their Early Termination Settlement Amount or Early Termination Physical Delivery Amount (subject to payment of the Exercise Price divided, if applicable, by the Parity), as the case may be. This applies both in the case of a Single Issue Collateral Pool and in the case of a Multiple Issue Collateral Pool. The Issuer or failing which the Security Trustee (in the case of English Law Warrants) or the Security Agent (in the case of French Law Warrants) shall give notice as soon as reasonably practicable to all relevant Warrantholders if a Secured Warrant Acceleration Event has occurred in relation to one or more Secured Warrants which are secured by the same Collateral Pool as the relevant Accelerated Secured Warrants.

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

Following receipt of a Collateral Enforcement Notice, the Security Trustee will enforce the relevant Pledge Agreement relating to the Collateral Pool in accordance with the terms thereof and the Additional Terms and Conditions relating to Secured Warrants (as completed by the applicable Final Terms) and will either (i) give instructions to The Bank of New York Mellon, London Branch, acting as disposal agent (the **Disposal Agent**) or any successor, pursuant to the terms of a disposal agency agreement between, inter alia, the Issuer and the Disposal Agent (the **Disposal Agency Agreement**) to liquidate or realise the Collateral Assets in the Collateral Pool in relation to which a Collateral Enforcement Notice has been delivered and subsequently distribute the relevant Collateral Enforcement Proceeds Share (as defined in the Additional Terms and Conditions relating to Secured Warrants) to the relevant Warrantholders or (ii) where the clause "Physical Delivery of Collateral Assets" applies in the applicable

Final Terms, arrange for delivery of the relevant Collateral Assets Entitlement (as defined in the Additional Terms and Conditions relating to Secured Warrants) to the relevant Warrantheolders, in each case in accordance with the Order of Priority specified in the applicable Final Terms. The payment of any Collateral Enforcement Proceeds Share or the delivery of any Collateral Assets Entitlement, may, at the request of the Security Trustee or the Security Agent (as the case may be), be undertaken by the Substitute Paying Agent (as defined below) or any replacement entity thereof.

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

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

17. PHYSICAL DELIVERY OF COLLATERAL ASSETS DISRUPTION EVENT

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

18. REPLACEMENT OF PROGRAMME PARTIES

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

In particular, the replacement of the Collateral Custodian may only be effected when certain conditions relating to the substitute Collateral Custodian are fulfilled. Such conditions include, but are not limited to a requirement that the substitute Collateral Custodian is:

- (i) incorporated in an Organisation for Economic Co-operation and Development (OECD) member country,
- (ii) a fully licensed credit institution in Luxembourg,
- (iii) in the reasonable opinion of the Issuer and the Arranger, able to act as Collateral Custodian and fulfil the obligations and duties expressed to be binding on it pursuant to the terms of the Collateral Custodian Agreement and

- (iv) chosen from a pre-established list of entities (including BBH, Citi, HSBC, JP Morgan, Northern Trust, RBC Dexia Investor Services, BNP Paribas Securities Services, State Street or Wells Fargo & Company Inc) or otherwise is a custodian of similar reputation and good standing.

19. SUBSTITUTE PAYING AGENT

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

ADDITIONAL TERMS AND CONDITIONS RELATING TO SECURED WARRANTS

The provisions of these Additional Terms and Conditions relating to Secured Warrants apply if the applicable Final Terms specify that the clause "*Secured Warrant Provisions*" is stated as being "*Applicable*".

The terms and conditions applicable to Secured Warrants shall comprise (a) either (i) the Terms and Conditions of the English Law Warrants or (ii) the Terms and Conditions of the French Law Warrants and (b) these Additional Terms and Conditions Relating to Secured Warrants together with any other Additional Terms and Conditions which are expressed to be applicable in the applicable Final Terms, in each case subject to completion and/or amendment in the applicable Final Terms.

In the event of any inconsistency between the Terms and Conditions of the English Law Warrants or the Terms and Conditions of the French Law Warrants on the one hand and these Additional Terms and Conditions on the other hand, these Additional Terms and Conditions shall prevail.

In the event of any inconsistency between (i) the General Terms and Conditions and/or these Additional Terms and Conditions and (ii) the applicable Final Terms, the applicable Final Terms shall prevail.

References in these Additional Terms and Conditions relating to Secured Warrants to a "Condition" shall be construed as a reference to the relevant condition in these Additional Terms and Conditions relating to Secured Warrants.

1. DEFINITIONS

Accelerated Secured Warrant means a Warrant in relation to which the relevant holder thereof has, following the occurrence of an Event of Default and in accordance with Condition 8 of the General Terms and Conditions, given written notice to SG Issuer and the Guarantor that such Warrant is immediately cancelled and that a payment is due to that holder in an amount equal to, in the case of Cash Settled Warrants, the Early Termination Settlement Amount or, in the case of Physical Delivery Warrants, the Early Termination Physical Delivery Amount (subject to payment of the Exercise Price divided, if applicable, by the Parity);

Aggregate Collateral Enforcement Proceeds Share means, in respect of an Issue of Secured Warrants, the product of the Collateral Ratio applicable to such Issue of Secured Warrants and the Collateral Enforcement Proceeds in respect of the Collateral Pool which secures such Issue of Secured Warrants;

Collateral Account has the meaning given to it in Condition 3.1;

Collateral Act 2005 means the Luxembourg act dated 5 August 2005 on financial collateral arrangements, as amended;

Collateral Agency Agreement means the collateral agency agreement between, *inter alia*, Société Générale as Collateral Agent and SG Issuer as amended, restated and/or supplemented from time to time;

Collateral Agent means Société Générale (or any substitute or replacement entity appointed in respect thereof pursuant to the terms of the Collateral Agency Agreement and/or these Additional Terms and Conditions) and, if applicable, any sub-agent of, or any other entity appointed by the Collateral Agent;

Collateral Arrangement Party means the Collateral Agent, the Collateral Monitoring Agent, the Collateral Custodian, the Security Trustee (in relation to English Law Warrants), the Security Agent (in relation to French Law Warrants only), the Disposal Agent and the Substitute Paying Agent;

Collateral Assets means the assets delivered to the Collateral Custodian and held in a Collateral Account;

Collateral Assets Entitlement means, for each Non-Waived Warrant in an Issue of Secured Warrants where Physical Delivery of Collateral Assets is applicable, Collateral Assets with a value (based on the valuations of such assets by the Collateral Monitoring Agent on the Collateral Test Date immediately preceding the delivery of the Collateral Enforcement Notice) equal to (a) the product of (i) the Collateral Ratio applicable to such Issue of Secured Warrants and (ii) the Final Collateral Value in respect of the Collateral Pool which secures such Issue of Secured Warrants divided by (b) the number of Non-Waived Warrants of such Issue of Secured Warrants;

Collateral Business Day means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in Paris, London and Luxembourg;

Collateral Custodian means The Bank of New York Mellon (Luxembourg) S.A. (or any substitute or replacement entity appointed in respect thereof pursuant to the terms of the Collateral Custodian Agreement and/or these Additional Terms and Conditions) and, if applicable, any sub-custodian of, or any other entity appointed by the Collateral Custodian;

Collateral Custodian Agreement means the collateral custodian agreement between, *inter alia*, The Bank of New York Mellon (Luxembourg) S.A. as Collateral Custodian and SG Issuer as amended, restated and/or supplemented from time to time;

Collateral Delivery Date means, in relation to an Issue of Secured Warrants where Physical Delivery of Collateral Assets is applicable, the date on which the Security Trustee or the Security Agent, or, in either case, the Substitute Paying Agent on their behalf, as applicable, intends to Deliver the Collateral Assets Entitlement to Warrantholders;

Collateral Disruption Event means either:

- (a) SG Issuer and/or any of its affiliates considers, in its sole and absolute discretion that it:
 - (i) is unable, as a result of any legal, contractual or other restrictions or constraints (including, without limitation, any laws, regulations, court orders, other governmental or regulatory constraints), adverse market conditions or a lack of liquidity in the market or otherwise, after using commercially reasonable efforts to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or option contracts it deems necessary to obtain Collateral Assets; or (B) freely realise, recover, remit, receive, re-patriate or transfer the proceeds of any such transactions(s) or assets(s) or futures or option contract(s) or any relevant hedge positions relating to the Collateral Assets; or
 - (ii) would incur a materially increased (as compared with circumstances existing on the date on which the Issue of Secured Warrants is first priced) amount of tax, duty, expense, fee (other than brokerage commissions) or other relevant cost (including, for the avoidance of doubt, any funding cost) to (A) acquire, borrow, substitute, or dispose of any Collateral Assets, (B) establish, re-establish, substitute, maintain, unwind or dispose of any transaction entered into by SG Issuer or any of its Affiliates in connection with the Collateral Assets or (C) realise, recover or remit the proceeds of any such Collateral Assets; or
- (b) SG Issuer is unable, after using commercially reasonable efforts, to find a suitable substitute or replacement Collateral Arrangement Party following the termination of the relevant agreement or resignation or removal for any reason of a Collateral Arrangement Party; or
- (c) except in the case of a Collateral Settlement Disruption, at the end of the Required Settlement Period (i) the External Event(s) continue(s) to exist or (ii) the Collateral Assets for which the regular settlement period is greater than 10 Collateral Business Days under normal market conditions have not been settled. For the avoidance of doubt, in the case of a Collateral

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

Collateral Enforcement Notice means a notice in writing from a Warrantholder to the Security Trustee or the Security Agent (as the case may be) requesting that the relevant Pledge Agreement be enforced in accordance with the terms thereof;

Collateral Enforcement Proceeds means the net proceeds of realisation of, or enforcement with respect to, the Collateral Assets in a Collateral Pool following payment of all amounts payable to the Secured Parties ranking prior to the holders of Non-Waived Warrants in accordance with the Order of Priority specified in the applicable Final Terms;

Collateral Enforcement Proceeds Share means, in respect of an Issue of Secured Warrants, the *pro rata* share of the Aggregate Collateral Enforcement Proceeds Share attributable to each Secured Warrant in such Issue of Secured Warrants;

Collateral Monitoring Agency Agreement means the collateral monitoring agency agreement between, *inter alia*, The Bank of New York Mellon, London Branch as Collateral Monitoring Agent and SG Issuer as amended, restated and/or supplemented from time to time;

Collateral Monitoring Agent means The Bank of New York Mellon, London Branch (or any substitute or replacement entity appointed in respect thereof pursuant to the terms of the Collateral Monitoring Agency Agreement and/or these Additional Terms and Conditions), and, if applicable, any sub-agent of, or any other entity appointed by the Collateral Monitoring Agent;

Collateral Monitoring Agent Notice means a notice from the Collateral Monitoring Agent to the Collateral Agent providing details of why it considers that the Collateral Test is not satisfied or, if a Collateral Test Notice has been delivered, that the Collateral Test will not be satisfied (or will no longer be satisfied) after taking into account any adjustments specified in such Collateral Test Notice;

Collateral Pool means a pool of Collateral Assets held in a Collateral Account and pledged pursuant to a Pledge Agreement. A Collateral Pool will be either a Single Issue Collateral Pool or a Multiple Issue Collateral Pool;

Collateral Ratio means, in respect of an Issue of Secured Warrants, the amount (expressed as a percentage) equal to the Final Required Collateral Value applicable to such Issue of Secured Warrants divided by the Pool Aggregate Final Required Collateral Value applicable to the Collateral Pool which secures such Issue of Secured Warrants. For the avoidance of doubt, the Collateral Ratio for a Single Issue Collateral Pool shall be 100 per cent.;

Collateral Rules means the collateral rules specified in the applicable Final Terms relating to an Issue of Secured Warrants. For the avoidance of doubt, the Collateral Rules relating to a particular Collateral Pool will be satisfied to the extent that Eligible Collateral Assets with a Collateral Value equal to the Required Collateral Value together satisfy the Collateral Rules;

Collateral Settlement Disruption shall have the same meaning attributed to it in the definition of Required Settlement Period;

Collateral Test means a determination as to whether (i) the Collateral Rules are satisfied and (ii) the Collateral Value is greater than or equal to 97 per cent. of the Required Collateral Value (taking into account any Haircut to be applied to the Collateral Assets and the aggregate value of any Waived Warrants). When determining whether the Collateral Test is satisfied, Collateral Assets for which instructions for the transfer to the relevant Collateral Account have been provided on or before such Collateral Test Date will be included for the purposes of such determination and Collateral Assets for

which instructions for the removal from the relevant Collateral Account have been provided on or before such Collateral Test Date will be excluded for the purposes of such determination;

Collateral Test Date means each periodic date as is specified in the applicable Final Terms and any other date deemed to be a Collateral Test Date in accordance with these Additional Terms and Conditions;

Collateral Test Dispute Resolution Procedure means the dispute resolution procedure set out in the Collateral Agency Agreement and the Collateral Monitoring Agency Agreement;

Collateral Test Notice means a notice sent or caused to be sent by the Collateral Agent to the Collateral Monitoring Agent and the Collateral Custodian (copied to SG Issuer and the Guarantor, as the case may be) in relation to a particular Collateral Pool specifying any adjustments to be made to the Collateral Pool (including *inter alia*, that the Collateral Test has not been satisfied on a Collateral Test Date, the reasons for such failure and the type and quantity of any Collateral Assets to be deposited and/or removed in order to satisfy the Collateral Test);

Collateral Transaction Documents means the Collateral Agency Agreement, the Collateral Monitoring Agency Agreement, the Collateral Custodian Agreement, the Securities Valuation Agency Agreement, the Disposal Agency Agreement, the Substitute Paying Agency Agreement, the Security Agency Agreement, each relevant Pledge Agreement and each Security Trust Deed;

Collateral Valuation Currency means Euro except otherwise specified in the applicable Final Terms;

Collateral Valuation Currency Screen Page means if the Collateral Valuation Currency is Euro, Bloomberg WMCO page unless otherwise specified in the applicable Final Terms or if the Collateral Valuation Currency is other than Euro, the relevant screen page specified in the applicable Final Terms for the purpose of determining the relevant spot exchange rate;

Collateral Valuation at Nominal Value shall have the same meaning attributed to it in the definition of Collateral Value;

Collateral Valuation Currency Specified Time means if the Collateral Valuation Currency is Euro, 5.30 PM (Paris time) unless otherwise specified in the applicable Final Terms or if the Collateral Valuation Currency is other than Euro, the specified time specified in the applicable Final Terms for the purpose of determining the relevant spot exchange rate;

Collateral Value means, except if, under the Secured Warrant Provisions of the applicable Final Terms, "Collateral Valuation at Nominal Value" is specified as applicable, the aggregate market value as of the relevant Valuation Point, expressed in the Collateral Valuation Currency, of the Eligible Collateral Assets in a Collateral Pool, in each case taking into account any Haircut applied in relation thereto. The Collateral Agent will determine the Collateral Value on the basis of such valuation method or methods as the Collateral Agent may, acting in good faith and in a commercially reasonable manner, determine in its discretion. Where the relevant currency of denomination of a Collateral Asset is other than the Collateral Valuation Currency, the Collateral Agent shall convert the value of such Collateral Asset at the relevant spot exchange rate.

Except if "Predetermined Collateral Valuation Currency Rate of Exchange" is specified as applicable in the applicable Final Terms, the relevant spot exchange rate shall be the rate displayed on the Collateral Valuation Currency Screen Page at the Collateral Valuation Currency Specified Time or, if no such Collateral Valuation Currency Screen Page is specified in the applicable Final Terms or such Collateral Valuation Currency Screen Page is not available, the relevant spot rate shall be the rate determined by the Collateral Agent in good faith and in a commercially reasonable manner.

If "Predetermined Collateral Valuation Currency Rate of Exchange" is specified as applicable in the applicable Final Terms, the relevant spot exchange rate shall be the predetermined rate specified in the applicable Final Terms.

When, under the Secured Warrant Provisions of the applicable Final Terms "Collateral Valuation at Nominal Value" is specified as applicable, the Collateral Value shall be deemed to be equal to the aggregate nominal value of the Collateral Assets constituting Eligible Collateral Assets (after taking into account any Haircut applied in relation thereto, as further described below) and "Collateral Value" shall be construed accordingly throughout these Additional Terms and Conditions;

Collateralisation Percentage means the percentage level specified as such in the applicable Final Terms or the percentage level determined through the application of a formula specified in the applicable Final Terms. The applicable Final Terms may specify that the Collateralisation Percentage may vary during the term of the Warrants, after a certain date, following the occurrence of a trigger event or in certain circumstances following a unanimous decision of the Warrantholders.

If the applicable Final Terms specify that the Collateralisation Percentage may vary in certain circumstances following a unanimous decision of the Warrantholders, to exercise such option, a Warrantholder shall notify the unanimous decision of the Warrantholders specifying the new Collateralisation Percentage and the date of variation of the Collateralisation Percentage to the Issuer in accordance with Condition 12 of the Terms and Conditions of the English law Warrants and Condition 13 of the Terms and Conditions of the French Law Warrants within the notice period specified in the applicable Final Terms;

Deliver means, in respect of any Collateral Asset forming part of a Collateral Assets Entitlement, to deliver, novate, transfer, assign or sell, as appropriate, in a manner customary for the settlement of the applicable Collateral Asset (which shall include executing all necessary documentation and taking any other necessary actions), in order to convey all right, title and interest in the Collateral Asset free and clear of any and all liens, charges, claims or encumbrances. **Delivery** and **Delivered** will be construed accordingly;

Disposal Agency Agreement means the disposal agency agreement between, *inter alia*, The Bank of New York Mellon, London Branch as Disposal Agent and SG Issuer as amended, restated and/or supplemented from time to time;

Disposal Agent means The Bank of New York Mellon, London Branch (or any substitute or replacement entity appointed in respect thereof pursuant to the terms of the Disposal Agency Agreement and/or these Additional Terms and Conditions) and, if applicable, any sub-agent of, or any other entity appointed by the Disposal Agent;

Dispute Notice means a notice in writing from the Collateral Agent to the Collateral Monitoring Agent notifying the Collateral Monitoring Agent that the Collateral Agent disputes the contents of a Collateral Monitoring Agent Notice;

Dispute Resolution Procedure Notice means a notice in writing from the Collateral Agent to the Collateral Monitoring Agent confirming that the Collateral Agent intends to commence the Collateral Test Dispute Resolution Procedure to determine the adjustments (if any) to be made to the Collateral Pool;

Eligibility Criteria means the eligibility criteria specified in the applicable Final Terms relating to an Issue of Secured Warrants;

Eligible Collateral Assets means Collateral Assets which satisfy the Eligibility Criteria;

Extension Notice shall have the same meaning attributed to it in the definition of Pledge Agreement;

External Event shall have the same meaning attributed to it in the definition of Required Settlement Period;

Final Collateral Value means the Collateral Value determined by the Collateral Monitoring Agent on the Collateral Test Date immediately preceding the delivery of a Collateral Enforcement Notice less any amounts payable to the Secured Parties ranking prior to the holders of Non-Waived Warrants in accordance with the Order of Priority specified in the applicable Final Terms;

Final Required Collateral Value means the Required Collateral Value for an Issue of Secured Warrants as calculated by the Collateral Monitoring Agent at the Collateral Test Date immediately preceding the delivery of a Collateral Enforcement Notice;

First Level Revised Collateral Test Notice means a revised Collateral Test Notice sent by the Collateral Agent, following receipt by the Collateral Agent of a Collateral Monitoring Agent Notice the contents of which the Collateral Agent is in agreement with. A First Level Revised Collateral Test Notice shall be provided by the Collateral Agent to the Collateral Monitoring Agent (copied to SG Issuer and the Guarantor, as the case may be) and shall be prepared in the same way and shall provide the same information as is required to be included in a Collateral Test Notice;

Haircut means, if specified as applicable in the applicable Final Terms, the percentage amount by which the value of each type of Collateral Asset contained in a Collateral Pool is discounted, as specified in the applicable Final Terms. For the avoidance of doubt, the applicable Final Terms may specify one Haircut value per type or class of Collateral Asset;

Liability means any loss, damage, cost, charge, claim, demand, expense, judgment, action, proceeding or other liability whatsoever (including, without limitation, in respect of taxes, duties, levies, imposts and other charges) and including any value added tax or similar tax charged or chargeable in respect thereof and legal fees and expenses on a full indemnity basis (and **Liabilities** shall be construed accordingly);

Multiple Issue Collateral Pool means, if specified as applicable in the applicable Final Terms in respect of an Issue of Secured Warrants, such Issue of Secured Warrants may be secured by a Collateral Pool which secures more than one Issue of Secured Warrants. For the avoidance of doubt, each Issue of Secured Warrants secured pursuant to a Multiple Issue Collateral Pool must (i) be subject to the same governing law, (ii) be subject to the same method of distribution of Collateral Assets following enforcement of the relevant Pledge Agreement (i.e. exclusively either subject to "Physical Delivery of Collateral Assets" or not subject to "Physical Delivery of Collateral Assets"), (iii) be subject to the same Eligibility Criteria and Collateral Rules, (iv) be subject to the same Haircut value(s) for each type or class of Eligible Collateral Assets and (v) have the same Collateral Test Dates;

Non-Waived Warrants means, in relation to an Issue of Secured Warrants, those Secured Warrants of such Issue which are not Waived Warrants;

Owed Amount means the difference between (A) the amount due to such Warrantholder, by the Issuer in respect of the Warrants, or by the Guarantor under the terms of the Guarantee and (B) any amounts which have been paid by the Issuer or the Guarantor to such Warrantholders in respect of this particular Secured Warrant.

Order of Priority means the order specified in the applicable Final Terms following which the Security Trustee or the Security Agent (as the case may be) shall apply moneys received following enforcement of the relevant Pledge Agreement in accordance with Condition 5 below. The Order of Priority may be the Standard Order of Priority (as defined below) or any alternative order of item (a), (b), (c), (d), (e) and (f) below, as specified in the applicable Final Terms.

- (a) payment or satisfaction of all Liabilities incurred by or payable by the Issuer or Guarantor, in relation to the relevant Secured Warrants, to the Security Trustee or the Security Agent (as the case may be) or, where applicable, the Disposal Agent and/or Substitute Paying Agent (which shall include any taxes required to be paid, the costs of realising any security (including the distribution of enforcement proceeds and/or, where Physical Delivery of Collateral Assets is applicable, Delivery of the Collateral Assets Entitlement to the Warrantholders of the related Secured Warrants) and the remuneration of the Security Trustee or the Security Agent (as the case may be) or, where applicable, the Disposal Agent and/or Substitute Paying Agent);
- (b) in payment of any amounts due to be paid or reimbursed to the Collateral Custodian by the Issuer;

- (c) payment of any amounts due to be paid or reimbursed to the Collateral Monitoring Agent by the Issuer;
- (d) in payment of any amounts due to holders of Non-Waived Warrants in accordance with Condition 5 below;
- (e) *pro rata* in payment of any amounts owed to the creditors (if any) whose claims have arisen as a result of the creation, operation or liquidation of the Collateral Assets (save to the extent that the claims of any such creditor fall within paragraphs (a) to (d) above); and;
- (f) payment of the balance (if any) to the Issuer;

the **Standard Order of Priority** means that the Order of Priority shall follow the order (a), (b), (c), (d), (e), (f) specified above.

Physical Delivery of Collateral Assets means, if specified as applicable in the applicable Final Terms, that upon enforcement of a Pledge Agreement, the Security Trustee or the Security Agent (as the case may be) will not sell, or cause to be sold, the Collateral Assets (unless there is a Physical Delivery of Collateral Assets Disruption Event and other than in order to pay any amounts payable to the Secured Parties ranking prior to the holders of Non-Waived Warrants in accordance with the Order of Priority specified in the applicable Final Terms) but will instead deliver or cause to be delivered the Collateral Assets Entitlement to each Warrantholder in the manner set out in Condition 0;

Physical Delivery of Collateral Assets Disruption Event means any event beyond the control of SG Issuer, the Collateral Agent, the Substitute Paying Agent and the Security Trustee or the Security Agent (as the case may be) as a result of which the Relevant Clearing System (as defined in the applicable Final Terms) cannot Deliver some or all of the Collateral Assets Entitlement required to be delivered pursuant to the terms of these Additional Terms and Conditions;

Pledge Agreement means a pledge agreement governed by Luxembourg law between SG Issuer, the Collateral Custodian and the Security Trustee or the Security Agent (as the case may be) creating security over Collateral Assets contained in one or more Collateral Accounts in favour of the Security Trustee on behalf of itself and the relevant Warrantholders or directly in favour of the Warrantholders as represented by the Security Agent and supplemented from time to time, with respect to Multiple Issue Collateral Pool by an Extension Notice to extend the benefit of the pledge agreement to other Issues or Tranches of Secured Warrants;

Pool Aggregate Final Required Collateral Value means, in respect of a Collateral Pool, the aggregate of the Final Required Collateral Value of each Issue of Secured Warrants which is secured by such Collateral Pool;

Post Dispute Collateral Test Notice means a post dispute Collateral Test Notice sent by the Collateral Agent following the conclusion of a Collateral Test Dispute Resolution Procedure. A Post Dispute Collateral Test Notice shall be provided by the Collateral Agent to the Collateral Monitoring Agent (copied to SG Issuer and the Guarantor, as the case may be) and shall be prepared in the same way and shall provide the same information as is required to be included in a Collateral Test Notice;

Required Collateral Default means:

- (a) following receipt of a Collateral Monitoring Agent Notice which indicates that the Collateral Test is not satisfied (or will not be satisfied after taking into account any adjustments specified in a Collateral Test Notice):
 - (1) no First Level Revised Collateral Test Notice or Dispute Notice has been sent; or
 - (2) no Second Level Revised Collateral Test Notice or Dispute Resolution Procedure Notice has been sent; or

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

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

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

Required Collateral Default Notice means a notice from the Collateral Monitoring Agent to SG Issuer, the Guarantor, the Collateral Agent, the Collateral Custodian and the Security Trustee or the Security Agent (as the case may be), specifying that a Required Collateral Default has occurred;

Required Collateral Value means:

- (a) in respect of a Single Issue Collateral Pool:
- (1) if "MV Collateralisation" is specified as the Type of Collateralisation applicable in the applicable Final Terms relating thereto, the product of (a) the Collateralisation Percentage (b) the Secured Warrant Market Value of the relevant Issue of Secured Warrants and (c) the number of Non-Waived Warrants in such Issue of Secured Warrants;
 - (2) if "NV Collateralisation" is specified as the Type of Collateralisation applicable in the applicable Final Terms relating thereto, the product of (a) the Collateralisation Percentage and (b) the total aggregate Notional Amount of the Non-Waived Warrants of the relevant Issue of Secured Warrants;
 - (3) if "Min (MV, NV) Collateralisation" is specified as the Type of Collateralisation applicable in the applicable Final Terms relating thereto, the lower of:
 - (I) the product of (a) the Collateralisation Percentage (b) the Secured Warrant Market Value of the relevant Issue of Secured Warrants and (c) the number of Non-Waived Warrants in such Issue of Secured Warrants; and
 - (II) the product of (a) the Collateralisation Percentage and (b) the total aggregate Notional Amount of the Non-Waived Warrants of the relevant Issue of Secured Warrants; or
 - (4) if "Max (MV, NV) Collateralisation" is specified as the Type of Collateralisation applicable in the applicable Final Terms relating thereto, the greater of:
 - (I) the product of (a) the Collateralisation Percentage (b) the Secured Warrant Market Value of the relevant Issue of Secured Warrants and (c) the number of Non-Waived Warrants in such Issue of Secured Warrants; and
 - (II) the product of (a) the Collateralisation Percentage and (b) the total aggregate Notional Amount of the Non-Waived Warrants of the relevant Issue of Secured Warrants; or
- (b) in respect of a Multiple Issue Collateral Pool, the sum of the amounts calculated pursuant to each relevant subparagraph (1), (2), (3) or (4) above in respect of each Issue of Secured Warrants secured on such Multiple Issue Collateral Pool.

In determining the Required Collateral Value, where the Settlement Currency of any Secured Warrant is other than the Collateral Valuation Currency, the Collateral Agent shall convert the value of such Secured Warrant at the relevant spot exchange rate. Except if Predetermined Collateral Valuation Currency Rate of Exchange is specified as applicable in the applicable Final Terms, the relevant spot exchange rate shall be the rate displayed on the Collateral Valuation Currency Screen Page at the Collateral Valuation Currency Specified Time or, if no such Collateral Valuation Currency Screen Page is specified in the applicable Final Terms or such Collateral Valuation Currency Screen Page is not available, the relevant spot rate shall be the rate determined by the Collateral Agent in good faith and in a commercially reasonable manner.

If Predetermined Collateral Valuation Currency Rate of Exchange is specified as applicable in the applicable Final Terms, the relevant spot exchange rate shall be the predetermined rate specified in the applicable Final Terms;

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

Second Level Revised Collateral Test Notice means a revised Collateral Test Notice sent by the Collateral Agent after having (i) disputed the contents of a Collateral Monitoring Agent Notice, (ii) delivered a Dispute Notice in relation thereto and (iii) resolved and agreed such dispute with the Collateral Monitoring Agent. A Second Level Revised Collateral Test Notice shall be provided by the Collateral Agent to the Collateral Monitoring Agent (copied to SG Issuer and the Guarantor, as the case may be) and shall be prepared in the same way and shall provide the same information as is required to be included in a Collateral Test Notice;

Secured Warrant Acceleration Event means, following the occurrence of an Event of Default in relation to an Issue of Secured Warrants, a holder of any Secured Warrant gives written notice to SG Issuer, the Guarantor, the Security Trustee (in case of English Law Warrants) or the Security Agent (in case of French Law Warrants) in accordance with Condition 8 of the General Terms and Conditions that such Warrant is immediately cancelled and that a payment is due to that holder in an amount equal to, in the case of Cash Settled Warrants, the Early Termination Settlement Amount or, in the case of Physical Delivery Warrants, the Early Termination Physical Delivery Amount (subject to payment of the Exercise Price divided, if applicable, by the Parity);

Secured Parties means the parties referred to in sub-paragraphs (a) to (f) (inclusive) of the definition of Order of Priority (each, a **Secured Party**);

Secured Warrant Market Value means, in respect of an Issue of Secured Warrants in relation to which MV Collateralisation, Min (MV, NV) Collateralisation or Max (MV, NV) Collateralisation is applicable, the amount determined by the Securities Valuation Agent as the market value applicable to each relevant Secured Warrant of such Issue of Secured Warrants as of the Valuation Point and shall be calculated on the basis of such valuation method as the Securities Valuation Agent may, acting in good faith and in a commercially reasonable manner and in accordance with the terms of the Securities Valuation Agency Agreement, determine in its discretion;

Security Agency Agreement means a security agency agreement governed by French law and entered into by the Security Agent and SG Issuer;

Security Agent means BNY Mellon Corporate Trustee Services Limited (or any substitute or replacement entity appointed in respect thereof pursuant to the terms of the Security Agency Agreement and/or these Additional Terms and Conditions), acting as *Agent des sûretés* pursuant to article 2328-1 of the French *Code Civil*; any reference in these Additional Terms and Conditions to the Security Agent shall be deemed to be a reference to the Security Agent in respect of French Law Warrants only;

Securities Valuation Agency Agreement means the securities valuation agency agreement between, *inter alia*, Société Générale as Securities Valuation Agent and SG Issuer as amended, restated and/or supplemented from time to time; and

Securities Valuation Agent means Société Générale (or any substitute or replacement entity appointed in respect thereof pursuant to the terms of the Securities Valuation Agency Agreement and/or these Additional Terms and Conditions) and, if applicable, any sub-agent of, or any other entity appointed by Société Générale.

Security Trustee means BNY Mellon Corporate Trustee Services Limited (or any substitute or replacement entity appointed in respect thereof pursuant to the terms of the relevant Security Trust Deed and/or these Additional Terms and Conditions); any reference in these Additional Terms and Conditions to the Security Trustee shall be deemed to be a reference to the Security Trustee in respect of English Law Warrants only;

Security Trust Deed means a security trust deed governed by English law and entered into by the Security Trustee and SG Issuer on each Issue Date specified in the applicable Final Terms for an Issue of English Law Warrants;

Single Issue Collateral Pool means, if specified as applicable in the applicable Final Terms in respect of an Issue of Secured Warrants, such Issue of Secured Warrants will be the only Issue of Secured Warrants to be secured by the relevant Collateral Pool;

Substitute Paying Agency Agreement means the substitute paying agency agreement between, *inter alia*, SG Issuer and the Substitute Paying Agent;

Substitute Paying Agent means The Bank of New York Mellon, London Branch (or any substitute or replacement entity appointed in respect thereof pursuant to the terms of the Substitute Paying Agency Agreement and/or these Additional Terms and Conditions);

Type of Collateralisation means MV Collateralisation, NV Collateralisation, Min (MV,NV) Collateralisation or Max (MV,NV) Collateralisation as specified in the applicable Final Terms;

Undeliverable Collateral Assets means Collateral Assets which the Security Trustee or the Security Agent (as the case may be), or, in either case, the Substitute Paying Agent on their behalf, as applicable, is unable to Deliver in accordance with Condition 5.8 due to the occurrence of a Physical Delivery of Collateral Assets Disruption Event;

Valuation Point means, unless otherwise specified in the applicable Final Terms, the Issue Date or the Collateral Business Day immediately preceding the relevant Collateral Test Date, as the case may be,

or, if a valuation of the relevant Collateral Asset or Secured Warrant, as applicable, is not available on such date, the date of the last available valuation of such Collateral Asset or Secured Warrant;

Waived Warrant means, if "Waiver of Rights" is specified as applicable in the applicable Final Terms, any Secured Warrants in relation to which the Holder thereof has waived its rights by written notice (i) to receive the proceeds of realisation of the Collateral Assets securing such Issue of Secured Warrants (or where Physical Delivery of Collateral Assets is specified as applicable in the applicable final terms, delivery of the Collateral Assets) following the enforcement of the relevant Pledge Agreement and (ii) to give written notice to SG Issuer and the Guarantor pursuant to Condition 8 of the General Terms and Conditions that the Waived Warrants are immediately cancelled and that a payment is due to that holder thereof in an amount equal to, in the case of Cash Settled Warrants, the Early Termination Settlement Amount or, in the case of Physical Delivery Warrants, the Early Termination Physical Delivery Amount (subject to payment of the Exercise Price divided, if applicable, by the Parity) on the occurrence of an Event of Default following the delivery of a Required Collateral Default Notice.

2. GENERAL

2.1 Security Trustee and Security Agent

- (a) In relation to each Issue of English Law Warrants, BNY Mellon Corporate Trustee Services Limited shall be appointed as Security Trustee and shall undertake the duties of Security Trustee in respect of the Secured Warrants as set out below and in the applicable Final Terms, the relevant Pledge Agreement and in each Security Trust Deed;
- (b) In relation to each Issue of French Law Warrants, BNY Mellon Corporate Trustee Services Limited shall be appointed as Security Agent and shall undertake the duties of Security Agent in respect of the Secured Warrants as set out below and in the applicable Final Terms, the relevant Pledge Agreement and in the Security Agency Agreement,

and the expression "Security Trustee" and "Security Agent" shall, in relation to the relevant Secured Warrants, include any substitute or replacement entity appointed respectively as Security Trustee or Security Agent in respect thereof pursuant to the terms of the relevant Security Trust Deed or the Security Agency Agreement.

In relation to each Issue of Secured Warrants, the expression "Security Trustee" or "Security Agent" shall, in relation to the relevant Secured Warrants, include any substitute or replacement entity appointed respectively as Security Trustee or the Security Agent in respect thereof pursuant to the terms of the relevant Security Trust Deed or the Security Agency Agreement (as applicable).

In relation to each Issue of English Law Warrants, the Security Trustee will enter into a Security Trust Deed. Under the terms of the Security Trust Deed, the Security Trustee will covenant that it will exercise its rights under the relevant Pledge Agreement on behalf of, and as trustee for, the Warrantholders and the other relevant Secured Parties and will declare a trust in favour of the Warrantholders and the other relevant Secured Parties over the rights granted to it under the relevant Pledge Agreement.

In relation to each Issue of French Law Warrants secured pursuant to a Pledge Agreement, the Security Agent is appointed as agent of the relevant Warrantholders and the other relevant Secured Parties in order to create, manage and enforce the relevant Pledge Agreement and the security created thereunder in their name and on their behalf pursuant to article 2328-1 of the French *Code Civil*. The Security Agent will enter into the Security Agency Agreement governing the role of the Security Agent in relation to each Issue of Secured Warrants. By acquiring and holding French Law Warrants secured pursuant to a Pledge Agreement, Warrantholders of an Issue of such Secured Warrants will be deemed to agree and accept the appointment of the Security Agent in respect thereof and will be deemed to have notice of the provisions of the relevant Pledge Agreement and the Security Agency Agreement.

2.2 Collateral Agent

Société Générale shall undertake the duties of Collateral Agent in respect of the Secured Warrants as set out in these Additional Terms and Conditions and in the applicable Final Terms and as further provided for in the Collateral Agency Agreement. The expression "Collateral Agent" shall, in relation to the relevant Secured Warrants, include any successors.

2.3 Collateral Monitoring Agent

The Bank of New York Mellon, London Branch shall undertake the duties of Collateral Monitoring Agent in respect of the Secured Warrants as set out in these Additional Terms and Conditions and in the applicable Final Terms and as further provided for in the Collateral Monitoring Agency Agreement. The expression "Collateral Monitoring Agent" shall, in relation to the relevant Secured Warrants, include any successors.

2.4 Collateral Custodian

The Bank of New York Mellon (Luxembourg) S.A. shall undertake the duties of Collateral Custodian in respect of the Secured Warrants as set out in these Additional Terms and Conditions and in the applicable Final Terms and as further provided for in the Collateral Custodian Agreement. The expression "Collateral Custodian" shall, in relation to the relevant Secured Warrants, include any successors.

2.5 Securities Valuation Agent

Société Générale shall undertake the duties of Securities Valuation Agent in respect of the Secured Warrants as set out in these Additional Terms and Conditions and in the applicable Final Terms and as further provided for in the Securities Valuation Agency Agreement. The expression "Securities Valuation Agent" shall, in relation to the relevant Secured Warrants, include any successors.

2.6 Disposal Agent

The Bank of New York Mellon, London Branch shall undertake the duties of Disposal Agent in respect of the Secured Warrants as set out in these Additional Terms and Conditions and in the applicable Final Terms and as further provided for in the Disposal Agency Agreement. The expression "Disposal Agent" shall, in relation to the relevant Secured Warrants, include any successors.

Under the Disposal Agency Agreement, the Disposal Agent may dispose of all or some of the Collateral assets on behalf of and only when instructed to do so by the Security Trustee (in the case of English Law Warrants) or the Security Agent (in the case of French Law Warrants).

2.7 Substitute Paying Agent

The Bank of New York Mellon, London Branch shall undertake the duties of Substitute Paying Agent in respect of the Secured Warrants as set out in these Additional Terms and Conditions and in the applicable Final Terms and as further provided for in the Substitute Paying Agency Agreement. The expression "Substitute Paying Agent" shall, in relation to the relevant Secured Warrants, include any successors.

2.8 Termination and replacement

Each of the Collateral Transaction Documents contains, or will contain, provisions for the termination of such agreement and, as the case may be, the removal or replacement of the role of the relevant Collateral Arrangement Party appointed thereunder. Any such termination, removal and/or replacement will be effected in accordance with the provisions of such agreements and these Additional Terms and Conditions and may be effected without the consent of Warrantholders. No such termination or removal shall be effective until a replacement entity has been appointed. SG Issuer shall be required to give

notice to Warrantholders of any such termination, removal and/or replacement in accordance with Condition 12 of the Terms and Conditions of the English law Warrants and Condition 13 of the Terms and Conditions of the French Law Warrants. Any reference to a Collateral Arrangement Party in these Additional Terms and Conditions shall be deemed to include a reference to any entity appointed as a replacement thereof pursuant to the terms of the relevant agreement and/or these Additional Terms and Conditions.

The replacement of the Collateral Custodian may only be effected when certain conditions relating to the substitute Collateral Custodian are fulfilled. Such conditions include, but are not limited to, a requirement that: (i) the substitute Collateral Custodian is incorporated in an Organisation for Economic Co-operation and Development (OECD) member country, (ii) the substitute Collateral Custodian is a fully licensed credit institution in Luxembourg, (iii) in the reasonable opinion of SG Issuer and the Arranger, the substitute Collateral Custodian is able to act as Collateral Custodian and fulfil the obligations and duties expressed to be binding on it pursuant to the terms of the Collateral Custodian Agreement and (iv) the substitute Collateral Custodian is chosen from a pre-established list of entities (including BBH , Citi, HSBC, JP Morgan, Northern Trust, RBC Dexia Investor Services, BNP Paribas Securities Services, State Street or Wells Fargo & Company Inc) or otherwise is a custodial entity of similar repute and good standing.

2.9 Notices

Where any provision of these Additional Terms and Conditions require one party to deliver a notice to another party, such notice may be delivered in any form agreed between the parties thereto, including but not limited to, by post, electronic message, fax, exchange of electronic files, SWIFT messages, messages through the relevant clearing system or by telephone (provided that any notice given by telephone must, as soon as reasonably practicable, be confirmed in writing between the parties to such telephone conversation).

2.10 Governing Law and Jurisdiction for the Collateral Transaction Documents

The Collateral Agency Agreement, the Collateral Monitoring Agency Agreement, the Securities Valuation Agency Agreement, the Disposal Agency Agreement and each Security Trust Deed (in the case of English Law Warrants), and any non-contractual obligations arising out of or in connection with them, shall be governed by the laws of England and subject to the non-exclusive jurisdiction of the English courts.

The Security Agency Agreement (in the case of French Law Warrants) and any non-contractual obligations arising out of or in connection with them, shall be governed by the laws of France and subject to the exclusive jurisdiction of the competent courts of Paris (*tribunaux de Paris*).

The Collateral Custodian Agreement and all matters arising from or related to it (whether contractual or non-contractual in nature) shall be governed by the laws of Luxembourg and subject to the exclusive jurisdiction of the courts of Luxembourg-City.

Each Pledge Agreement will be governed by Luxembourg law and subject to the non-exclusive jurisdiction of the courts of the district of Luxembourg-City, unless otherwise specified in the applicable Final Terms.

2.11 Waived Warrants

If "Waiver of Rights" is specified as applicable in the applicable Final Terms, Warrantholders intending to hold Secured Warrants may waive their rights to receive the proceeds of realisation of the Collateral Assets securing such Secured Warrants (or where Physical Delivery of Collateral Assets is specified as applicable in the applicable Final Terms, delivery of the Collateral Assets) following the enforcement of the relevant Pledge Agreement. All Secured Warrants held by Société Générale or its affiliates,

including but not limited to, in its capacity as market maker, will be deemed to be Waived Warrants, unless otherwise notified in writing by Société Générale or its affiliates to the Collateral Agent.

Each holder of Waived Warrants shall inform by written notice and, upon request from the Collateral Agent, provide evidence to the Collateral Agent of the number of Waived Warrants that he holds on the Issue Date and on each Collateral Test Date.

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

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

If the number of Waived Warrants actually held on a Collateral Test Date relating to a particular Collateral Pool is less than the number of Waived Warrants notified to the Collateral Agent (such event being a **Waived Warrant Notification Error**), then the Required Collateral Value calculated on such Collateral Test Date will be lower than would otherwise be the case if there was no such Waived Warrant Notification Error. Neither SG Issuer, the Guarantor, the Collateral Agent nor the Collateral Monitoring Agent shall be responsible for any incorrect, inaccurate or incomplete information relating to the number of Waived Warrants held in relation to any Issue of Secured Warrants that may have been provided to the Collateral Agent by or on behalf of any holder of Waived Warrants and none of SG Issuer, the Guarantor, the Collateral Agent nor the Collateral Monitoring Agent shall be under any duty to verify or otherwise confirm the number of Waived Warrants so held.

3. SECURITY

3.1 Security

The obligations of SG Issuer in respect of the Secured Warrants will be secured by a Pledge Agreement pursuant to which SG Issuer will grant a first ranking security interest in favour of the Security Trustee on behalf of itself and the relevant Warrantholders or directly in favour of the relevant Warrantholders as represented by the Security Agent (in the case of French Law Warrants) and the other relevant Secured Parties. The security interest granted shall be over all of SG Issuer's rights in and to the Collateral Assets delivered to the Collateral Custodian and held from time to time in the relevant account established with the Collateral Custodian for such purpose (the **Collateral Account**), excluding any interest or distributions paid on such Collateral Assets to the extent such amounts are not held in the relevant Collateral Account.

3.2 Single and Multiple Issue Collateral Pools

A Collateral Pool may be either a Single Issue Collateral Pool or a Multiple Issue Collateral Pool. Where the applicable Final Terms in respect of an Issue of Secured Warrants specify that "Single Issue Collateral Pool" will be applicable to the Issue of Secured Warrants, such Issue of Secured Warrants will be the only Issue of Secured Warrants to be secured by the relevant Collateral Pool. Where the applicable Final Terms specify that "Multiple Issue Collateral Pool" will be applicable to the relevant Issue of Secured Warrants, such Issue of Secured Warrants may be secured by a Collateral Pool which secures more than one Issue of Secured Warrants.

Warrantholders acquiring and holding Secured Warrants where "Multiple Issue Collateral Pool" is specified as being applicable in the applicable Final Terms will, by acquiring and holding such Secured Warrant, be deemed to acknowledge, accept and agree to the rights of other Warrantholders of different Issues of Secured Warrants to share equally in the security created over the Collateral Assets in the Multiple Issue Collateral Pool.

3.3 Initial Collateral Assets

On the Issue Date of an Issue of Secured Warrants, SG Issuer will deposit Collateral Assets in the relevant Collateral Account such that the Collateral Test is satisfied on such Issue Date.

3.4 Adjustments to Collateral Assets and Collateral Monitoring Procedure

The Collateral Agent will determine the Collateral Value and the Required Collateral Value on the Issue Date and each Collateral Test Date. In performing calculations under this Condition 3.4, the Collateral Monitoring Agent will use the same method of valuation of the Collateral Assets and, as the case may be, the relevant Haircut value(s) specified in the applicable Final Terms. The Securities Valuation Agent will determine the aggregate Secured Warrant Market Value on the Issue Date and on the Collateral Business Day immediately preceding each relevant Collateral Test Date, as the case may be.

On each Collateral Test Date, the Collateral Monitoring Agent shall calculate the Collateral Value and the Required Collateral Value and verify that the Collateral Test is satisfied. The Secured Warrant Market Value determined by the Securities Valuation Agent and the aggregate number of Waived Warrants notified to the Collateral Monitoring Agent shall bind the Collateral Monitoring Agent for the purposes of the Collateral Monitoring Agent's determination of the Required Collateral Value.

When determining whether the Collateral Test is satisfied, Collateral Assets for which instructions for the transfer to the relevant Collateral Account have been provided on or before such Collateral Test Date will be included for the purposes of such determination and Collateral Assets for which instructions for the removal from the relevant Collateral Account have been provided on or before such Collateral Test Date will be excluded for the purposes of such determination.

If on the relevant Collateral Test Date:

- (a) a Collateral Test Notice has been delivered by the Collateral Agent and the Collateral Monitoring Agent determines that the Collateral Test will not be satisfied (including after taking into account any adjustments specified in such Collateral Test Notice); or
- (b) no Collateral Test Notice has been delivered by the Collateral Agent but the Collateral Monitoring Agent has determined that adjustments need to be made to the Collateral Assets so that the Collateral Test be satisfied,

then the Collateral Monitoring Agent shall, on the Collateral Business Day immediately following the relevant Collateral Test Date, send the Collateral Agent a Collateral Monitoring Agent Notice.

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

If the Collateral Agent disputes the contents of a Collateral Monitoring Agent Notice, it shall on the Collateral Business Day immediately following receipt of a Collateral Monitoring Agent Notice send the

Collateral Monitoring Agent a Dispute Notice and the Collateral Monitoring Agent and the Collateral Agent shall consult with each other in good faith in an attempt to resolve the dispute.

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

If the Collateral Agent and the Collateral Monitoring Agent fail to resolve the dispute by the second Collateral Business Day following delivery of the Collateral Monitoring Agent Notice, then the Collateral Agent (on behalf of the Issuer) shall send the Collateral Monitoring Agent a Dispute Resolution Procedure Notice and it will commence the Collateral Test Dispute Resolution Procedure to determine the adjustments to be made to the Collateral Pool.

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

Following receipt of a Collateral Test Notice, First Level Revised Collateral Test Notice, Second Level Revised Collateral Test Notice or Post Dispute Collateral Test Notice, as applicable, from the Collateral Agent which indicates that the Collateral Test is not satisfied, the Collateral Agent on behalf of the Issuer will, as soon as reasonably practicable following delivery of such Collateral Test Notice or, where such Collateral Test Notice is followed by a Collateral Monitoring Agent Notice, the First Level Revised Collateral Test Notice, Second Level Revised Collateral Test Notice or Post Dispute Collateral Test Notice, as applicable, and in any event within the Required Settlement Period, Deliver, or procure the Delivery of, additional or replacement Collateral Assets to or from the Collateral Account such that after such adjustment of Collateral Assets the Collateral Test will be satisfied.

Without prejudice to the foregoing, in relation to any Issue of Secured Warrants, the Collateral Agent may request on behalf of the Issuer that Collateral Assets are withdrawn from the Collateral Account provided that following such withdrawal the Collateral Test will be satisfied.

3.5 Substitution of Collateral Assets

If "Collateral Substitution" is specified as applicable in the applicable Final Terms, SG Issuer (or the Collateral Agent on its behalf) may withdraw and/or replace Collateral Assets from the relevant Collateral Account provided that following such adjustment the Collateral Test continues to be satisfied. SG Issuer (or the Collateral Agent on its behalf) will send or cause to be sent a notice to the Collateral Monitoring Agent and the Collateral Custodian (copied to SG Issuer and the Guarantor, as the case may be) specifying the adjustments to be made to the Collateral Pool (including *inter alia* the type and quantity of any Collateral Assets to be deposited and/or removed). The Collateral Business Day immediately following a day on which such notice is given by SG Issuer (or the Collateral Agent on its behalf) for the substitution of Collateral Assets as described above will be deemed to be a Collateral Test Date.

3.6 Delegation to Collateral Agent

SG Issuer may, pursuant to the terms of the Collateral Agency Agreement, delegate to the Collateral Agent the role of managing each Collateral Pool to comply with the requirements of these Additional Terms and Conditions (including, but not limited to, compliance with Conditions 3.4 and 0).

3.7 Required Collateral Default

Following the occurrence of a Required Collateral Default, the Collateral Monitoring Agent will be required to send a Required Collateral Default Notice to SG Issuer, the Guarantor, the Collateral Agent, the Collateral Custodian and the Security Trustee or the Security Agent (in relation to French Law Warrants) specifying that a Required Collateral Default has occurred, as soon as reasonably practicable and in any case within two Collateral Business Days. SG Issuer or failing which the Security Trustee or the Security Agent (as the case may be) shall give notice in accordance with Condition 12 of the Terms and Conditions of the English law Warrants and Condition 13 of the Terms and Conditions of the French Law Warrants as soon as reasonably practicable to all relevant Warrantholders if a Required Collateral Default Notice has been received.

3.8 Release of security

The security constituted by the Pledge Agreement (and the Security Trust Deed in case of English Law Warrants) will be released on satisfaction of the Issuer's obligations thereunder.

Collateral Assets that are withdrawn from the Collateral Account, in accordance with Secured Warrant Condition 3.4 (*Adjustments to Collateral Assets and Collateral Monitoring Procedure*) will not be subject to the security created over the relevant Collateral Account.

4. COLLATERAL AGENT, COLLATERAL MONITORING AGENT AND SECURITIES VALUATION AGENT

- 4.1** In relation to each Issue of Secured Warrants, the Collateral Agent, Collateral Monitoring Agent and Securities Valuation Agent act solely as agents of SG Issuer, and do not assume any obligation or duty to, or any relationship of agency or trust for or with, the Warrantholders.

All calculations and determinations made in respect of the Secured Warrants by the Collateral Agent, Collateral Monitoring Agent and Securities Valuation Agent shall (save in the case of manifest error) be final, conclusive and binding on SG Issuer, the Guarantor, the Warrantholders and the Security Trustee or the Security Agent (as the case may be).

Each of the Collateral Agent, Collateral Monitoring Agent and Securities Valuation Agent may, with the consent of SG Issuer, delegate any of their obligations and functions to a third party as provided for in the Collateral Agency Agreement, Collateral Monitoring Agency Agreement and Securities Valuation Agency Agreement, as applicable.

- 4.2** Release of security If the number of Waived Warrants actually held on a Collateral Test Date relating to a particular Collateral Pool is less than the number of Waived Warrants notified to the Collateral Agent (such event being a Waived Warrant Notification Error), then the Required Collateral Value calculated on such Collateral Test Date will be lower than would otherwise be the case if there was no such Waived Warrant Notification Error.

Neither SG Issuer, the Guarantor, the Collateral Agent nor the Collateral Monitoring Agent shall be responsible in respect of any Waived Warrant Notification Error or otherwise for any incorrect, inaccurate or incomplete information relating to the number of Waived Warrants held in relation to any Issue of Secured Warrants that may have been provided to the Collateral Agent by or on behalf of any holder of Waived Warrants and none of SG Issuer, the Guarantor, the Collateral Agent nor the Collateral

Monitoring Agent shall be under any duty to verify or otherwise confirm the number of Waived Warrants so held.

5. DEFAULT, ENFORCEMENT AND REALISATION

5.1 Default and Enforcement of Collateral

If a Secured Warrant Acceleration Event occurs, all Secured Warrants which are secured by the same Collateral Pool as the one securing the relevant Accelerated Secured Warrant will be cancelled and a payment will be due to the holder of such Warrants in an amount equal to, in the case of Cash Settled Warrants, the Early Termination Settlement Amount or, in the case of Physical Delivery Warrants, the Early Termination Physical Delivery Amount (subject to payment of the Exercise Price divided, if applicable, by the Parity). SG Issuer or failing which the Security Trustee or the Security Agent (as the case may be) shall give notice in accordance with Condition 12 of the Terms and Conditions of the English Law Warrants and Condition 13 of the Terms and Conditions of the French Law Warrants as soon as reasonably practicable to all relevant Warrantholders if a Secured Warrant Acceleration Event has occurred in relation to one or more Secured Warrants which are secured by the same Collateral Pool.

Following the occurrence of a Secured Warrant Acceleration Event in relation to a Secured Warrant, the Pledge Agreement relating to the Collateral Pool securing such Issue of Secured Warrants will not become immediately enforceable but instead Warrantholders whose Warrants have been cancelled in accordance with this Condition 0 will initially be entitled to claim for any outstanding amounts due to them under the terms of the Guarantee.

If neither SG Issuer nor the Guarantor has paid all amounts due to Warrantholders of an Issue of Secured Warrants in relation to which a Secured Warrant Acceleration Event has occurred within a period of 3 Collateral Business Days following notification to Warrantholders of the occurrence of a Secured Warrant Acceleration Event, any holder of Warrants of such Issue will be entitled to send a Collateral Enforcement Notice to the Security Trustee or the Security Agent (as the case may be) requesting that the relevant Pledge Agreement be enforced in accordance with the terms thereof.

The Security Trustee or the Security Agent (as the case may be) shall, following receipt of a Collateral Enforcement Notice, promptly give notice of the same to SG Issuer, the Guarantor, the Collateral Agent, the Collateral Custodian and the other Warrantholders whose Warrants are secured on the Collateral Pool in relation to which such Collateral Enforcement Notice relates.

5.2 Enforcement and Realisation of Collateral Assets

Upon receipt of a Collateral Enforcement Notice, the Security Trustee or the Security Agent will enforce the relevant Pledge Agreement relating to the relevant Collateral Pool in accordance with the terms thereof and these Additional Terms and Conditions (as completed by the applicable Final Terms) and will (i) give instructions to the Disposal Agent to liquidate or realise the Collateral Assets in each Collateral Pool which secures an Issue of Secured Warrants in accordance with Condition 5.6 and subsequently distribute the relevant Collateral Enforcement Proceeds Share to relevant Warrantholders in accordance with Condition 0 or (ii) where Physical Delivery of Collateral Assets is specified as applicable in the applicable Final Terms, arrange for delivery of the relevant Collateral Assets Entitlement to the relevant Warrantholders in accordance with Condition 0, in each case after payment of any amounts payable to the Secured Parties ranking prior to the holders of the Non-Waived Warrants in accordance with the Order of Priority specified in the applicable Final Terms (such amounts to be paid either out of the proceeds of such liquidation or realisation of Collateral Assets or out of the proceeds transferred by the Warrantholders in accordance with Condition 0).

5.3 Liability of the Security Trustee and the Security Agent

The Security Trustee and the Security Agent will not, in the absence of negligence, fraud and wilful misconduct, have any liability as to the consequence of any enforcement or realisation action and will have no regard to the effect of such action on individual Warranholders.

5.4 Enforcement and Realisation by Warranholders

No Warranholder shall be entitled to enforce a Pledge Agreement or to proceed directly against SG Issuer to enforce the other provisions of a Pledge Agreement unless the Security Trustee or the Security Agent (as the case may be), having become bound to so enforce or proceed, fails so to do within a reasonable time and such failure is continuing or the Security Trustee or the Security Agent is prevented from enforcing a Pledge Agreement by any court order.

5.5 Application and distribution of proceeds of enforcement

Unless "*Physical Delivery of Collateral Assets*" is specified in the applicable Final Terms, in connection with the enforcement of a Pledge Agreement, after the realisation and liquidation in full of all the Collateral Assets in a Collateral Pool in accordance with Condition 5.6, the Security Trustee or the Security Agent (as the case may be) shall use the proceeds of such realisation and liquidation of the Collateral Assets to make payment of any amounts payable to the Secured Parties ranking prior to the holders of Non-Waived Warrants in accordance with the Order of Priority specified in the applicable Final Terms. Following such payment the Security Trustee or the Security Agent (as the case may be) shall determine the Collateral Enforcement Proceeds Share in respect of each Secured Warrant and shall notify such amounts to the Warranholders in accordance with Condition 12 of the Terms and Conditions of the English law Warrants and Condition 13 of the Terms and Conditions of the French Law Warrants.

Subject as provided below, the remaining proceeds from the realisation of the Collateral Assets in a Collateral Pool will then be applied in meeting the claims of Warranholders under the Secured Warrants which are secured by the relevant Collateral Pool (taking into account any amounts which have been paid to Warranholders by the Guarantor pursuant to the terms of the Guarantee) *pro rata* to the Collateral Enforcement Proceeds Share of each such Secured Warrant. Such claim will be adjusted in accordance with the following rules:

- (a) if the Collateral Enforcement Proceeds Share for a particular Secured Warrant is greater than the Owed Amount, defined as the difference between (A) the amount due to such Warranholder by the Issuer in respect of the Warrants, or by the Guarantor under the terms of the Guarantee, and (B) any amounts which have been paid to such Warranholder by the Issuer or the Guarantor in respect of this particular Secured Warrant, then such excess amount will not be distributed to such Warranholder but will be distributed to the Secured Parties ranking after the holders of Non-Waived Warrants in accordance with the Order of Priority specified in the applicable Final Terms; and
- (b) otherwise, if the Collateral Enforcement Proceeds Share for a particular Secured Warrant is lower than the Owed Amount then, in accordance with Condition 6 below, such Warranholder shall not be entitled to any further recourse against the Issuer for such shortfall amount, but may claim any payment of such shortfall amount from the Guarantor under the terms of the Guarantee.

5.6 Method of realisation of Collateral Assets

Subject as may otherwise be provided for in these Additional Terms and Conditions or the applicable Final Terms, in effecting the sales, the Security Trustee or the Security Agent (as the case may be), or the Disposal Agent on their behalf, may sell the Collateral Assets in one single tranche or in smaller tranches as it considers appropriate in order to attempt reasonably to maximise the proceeds from such

sale. The Security Trustee or the Security Agent (as the case may be) or the Disposal Agent on their behalf may effect sales of the Collateral Assets (i) on any securities exchange or quotation service on which the Collateral Assets may be listed or quoted, (ii) in the over-the-counter market or (iii) in transactions otherwise than on such exchanges or in the over-the counter market.

In general the Security Trustee and the Security Agent shall be able to exercise any right regarding the realisation of the Collateral Assets in accordance with article 11 of the Collateral Act 2005 including but not limited to the appropriation of the Collateral Assets at their value as determined by the Collateral Agent as at the most recent Collateral Test Date.

Where the Security Trustee, the Security Agent or, in either case, the Disposal Agent on their behalf is required or requested to dispose of any Collateral Assets other than on any securities exchange or quotation service on which the Collateral Assets may be listed or quoted then, in compliance with the relevant provisions of the Collateral Act 2005:

- (a) the Security Trustee, the Security Agent or, in either case, the Disposal Agent on their behalf shall seek firm bid quotations from at least three independent dealers in assets similar in nature to the relevant Collateral Assets (and, for such purpose, it may seek quotations in respect of such Collateral Assets in their entirety or in respect of designated tranches thereof, as it considers appropriate in order to maximise the proceeds of the sale of such Collateral Assets);
- (b) for the purposes of obtaining the quotations referred to in (a) above, the Security Trustee, the Security Agent or, in either case, the Disposal Agent on their behalf may itself provide a bid in respect of the relevant Collateral Assets or any tranche thereof; and
- (c) the Security Trustee, the Security Agent or, in either case, the Disposal Agent on their behalf shall be authorised to accept in respect of each relevant tranche or, as applicable, the entirety of the relevant Collateral Assets the highest quotation so obtained (which may be a quotation from the Security Trustee, the Security Agent or, in either case, the Disposal Agent on their behalf (when providing such quotations themselves, the Security Trustee, the Security Agent or the Disposal Agent shall act in a commercially reasonable manner)).

5.7 Inability to realise Collateral Assets

If the Security Trustee, the Security Agent or, in either case, the Disposal Agent on their behalf is unable to sell the Collateral Assets on any securities exchange or quotation service on which the Collateral Assets may be listed or quoted or obtain the three quotations required for the sale of one or more Collateral Assets, in each case pursuant to Condition 5.6, for a period of one year from the date of the relevant Secured Warrant Acceleration Event (such Collateral Assets being **Non-Realised Collateral Assets**), then in lieu of cash settlement of such Non-Realised Collateral Assets and notwithstanding any other provision hereof, the Security Trustee or the Security Agent shall be entitled to Deliver, or procure the Delivery of, such Non-Realised Collateral Assets to the relevant Warrantholders in accordance with Condition 0 and the Order of Priority specified in the applicable Final Terms.

If Delivery of any Non-Realised Collateral Assets is not possible due to the occurrence of a Physical Delivery of Collateral Assets Disruption Event for a period of greater than 20 Collateral Business Days, the Security Trustee, the Security Agent or, in either case, the Disposal Agent on their behalf, shall be entitled to either (i) sell such Non-Realised Collateral Assets by accepting the first available price for such Non-Realised Collateral Assets or (ii) Deliver such Non-Realised Collateral Assets if Delivery subsequently becomes possible.

5.8 Physical Delivery of Collateral Assets

Where "*Physical Delivery of Collateral Assets*" is specified in the applicable Final Terms, following enforcement of a Pledge Agreement, the Security Trustee or the Security Agent will determine the Collateral Assets Entitlement in respect of each Secured Warrant and shall notify such amounts to the

Warrantholders in accordance with Condition 12 of the Terms and Conditions of the English law Warrants and Condition 13 of the Terms and Conditions of the French Law Warrants.

Subject as provided below, the Security Trustee or the Security Agent will either:

- (a) realise and liquidate sufficient Collateral Assets in accordance with Condition 5.6 to ensure payment of any amounts payable to the Secured Parties ranking prior to the holders of Non-Waived Warrants in accordance with the Order of Priority specified in the applicable Final Terms, or
- (b) upon transfer of sufficient funds by the Warrantholders, pay any such amount payable to the Secured Parties ranking prior to the holders of Non-Waived Warrants in accordance with the Order of Priority specified in the applicable Final Terms.

Following such payment, the Security Trustee or the Security Agent (as the case may be) will notify Warrantholders of the relevant Collateral Delivery Date and will Deliver the Collateral Assets Entitlement to the Warrantholders of the Secured Warrants secured by the relevant Collateral Pool in accordance with the method of transfer of Collateral Assets specified in the applicable Final Terms, subject to the following provisions:

- (c) if the market value of the Collateral Assets contained in a Collateral Assets Entitlement (based on the valuations of the market value of such assets by the Collateral Monitoring Agent on the Collateral Test Date immediately preceding the delivery of the Collateral Enforcement Notice) for a particular Secured Warrant is greater than the Owed Amount, defined as the difference between (A) the amount due to such Warrantholder by the Issuer in respect of the Warrants, or by the Guarantor under the terms of the Guarantee, and (B) any amounts which have been paid by the Issuer or the Guarantor to such Warrantholder in respect of this particular Secured Warrant, then assets from the Collateral Assets Entitlement for a value equal to such excess amount will be liquidated and the proceeds thereof will then be distributed to the Secured Parties ranking after the holders of Non-Waived Warrants in accordance with the Order of Priority specified in the applicable Final Terms; and
- (d) otherwise, when the market value of the Collateral Assets contained in a Collateral Assets Entitlement (based on the valuations of the market value of such assets by the Collateral Monitoring Agent on the Collateral Test Date immediately preceding the delivery of the Collateral Enforcement Notice) for a particular Secured Warrant is lower than the Owed Amount, then, in accordance with Condition 6 such Warrantholder shall not be entitled to any further recourse against the Issuer for such shortfall amount, but may claim any payment of such shortfall amount from the Guarantor under the terms of the Guarantee.

5.9 Physical Delivery of Collateral Assets Disruption Event

- 5.9.1 If, in the opinion of the Substitute Paying Agent or the Security Trustee or the Security Agent (as the case may be), Delivery of all or some of the Collateral Assets forming part of the Collateral Assets Entitlement using the method of delivery specified in the applicable Final Terms, or such other commercially reasonable manner as the Substitute Paying Agent or the Security Trustee or the Security Agent (as the case may be) has determined, is not practicable by reason of a Physical Delivery of Collateral Assets Disruption Event having occurred and continuing on any Collateral Delivery Date, then such Collateral Delivery Date shall be postponed to the first following Collateral Business Day in respect of which there is no such Physical Delivery of Collateral Assets Disruption Event, provided that the Substitute Paying Agent or the Security Trustee or the Security Agent (as the case may be) may elect in its sole discretion to Deliver the Collateral Assets forming part of the Collateral Assets Entitlement in such other commercially reasonable manner as it may select and in such event the Collateral Delivery Date shall be such day as the Substitute Paying Agent or the Security Trustee or the Security Agent (as the case may be) deems appropriate in connection with delivery of the Collateral Assets forming part of the Collateral Assets Entitlement in such other commercially reasonable manner.

For the avoidance of doubt, where a Physical Delivery of Collateral Assets Disruption Event affects some but not all of the Collateral Assets forming part of the Collateral Assets Entitlement due to be delivered to a Warrantholder, the Collateral Delivery Date for those Collateral Assets forming part of the Collateral Assets Entitlement which are able to be Delivered will be the Collateral Delivery Date on which such Collateral Assets are delivered.

- 5.9.2 If Delivery of any Collateral Assets forming part of the Collateral Assets Entitlement is not possible due to the occurrence of a Physical Delivery of Collateral Assets Disruption Event for a period of greater than 20 Collateral Business Days (or such other period specified in the applicable Final Terms), then in lieu of physical settlement and notwithstanding any other provision hereof, the Security Trustee or the Security Agent (as the case may be) or the Disposal Agent on their behalf, shall sell or realise the Undeliverable Collateral Assets and deliver the proceeds thereof to Warrantholders in the manner set out in Conditions 0 and 5.6.
- 5.9.3 If the Security Trustee, the Security Agent, or in either case, the Disposal Agent on their behalf is unable to either (i) sell the Collateral Assets on any securities exchange or quotation service on which the Collateral Assets may be listed or quoted or obtain the three quotations required for the sale of the Collateral Assets, in each case pursuant to Condition 5.6 or (ii) Deliver such Collateral Assets due to the continuation of a Physical Delivery of Collateral Assets Disruption Event, for a period of one year from the date of the relevant Secured Warrant Acceleration Event, the Security Trustee, the Security Agent or the Disposal Agent shall be entitled to accept the first available price for such Collateral Assets.

The Security Trustee or the Security Agent, or the Substitute Paying Agent on its behalf, shall give notice as soon as practicable to the Warrantholders in accordance with Condition 12 of the Terms and Conditions of the English law Warrants and Condition 13 of the Terms and Conditions of the French Law Warrants that a Physical Delivery of Collateral Assets Disruption Event has occurred. No Warrantholder shall be entitled to any payment in respect of the relevant Secured Warrants in the event of any delay in the Delivery of the Collateral Assets forming part of the Collateral Assets Entitlement due to the occurrence of a Physical Delivery of Collateral Assets Disruption Event and no liability in respect thereof shall attach to SG Issuer, the Guarantor, the Security Agent or the Security Trustee.

5.10 Use of Substitute Paying Agent

The payment of any Collateral Enforcement Proceeds Share or the delivery of any Collateral Assets Entitlement, may, at the request of the Security Trustee or the Security Agent be undertaken by the Substitute Paying Agent pursuant to the terms of the Substitute Paying Agency Agreement.

5.11 Fractional Entitlement

If the Collateral Assets Entitlement comprises less than a whole number of securities at the relevant time, then (i) the Issuer shall not Deliver and the relevant Warrantholder shall not be entitled to receive in respect of its Secured Warrants that fraction of a security (the **Fractional Entitlement**) and (ii) to the extent such sums are available from the proceeds of liquidation of Collateral Assets comprising the aggregate Fractional Entitlement, the Issuer shall pay to the relevant Warrantholder a cash amount, as determined by the Security Trustee or the Security Agent and such cash amount shall be deemed to be a part of the Collateral Assets Entitlement.

6. SEGREGATION OF COLLATERAL POOLS AND LIMITED RECOURSE AND NON-PETITION

6.1 Limited Recourse against SG Issuer

By acquiring and holding Secured Warrants, Warrantholders will be deemed to acknowledge and agree that the obligations of SG Issuer to the Warrantholders are limited in recourse to the Collateral Assets contained in the relevant Collateral Pool securing such Issue of Secured Warrants. If:

- (a) there are no relevant Collateral Assets in the relevant Collateral Pool remaining which are capable of being realised or otherwise converted into cash;
- (b) all amounts available from the relevant Collateral Assets in the relevant Collateral Pool have been applied to meet or provide for the relevant obligations specified in, and in accordance with, the provisions of the relevant Pledge Agreement and these Additional Terms and Conditions; and
- (c) there are insufficient amounts available from the relevant Collateral Assets in the relevant Collateral Pool to pay in full, in accordance with the provisions of the relevant Pledge Agreement and these Additional Terms and Conditions, all amounts outstanding under the Secured Warrants,

then the Warrantholders of such Secured Warrants shall have no further claim against SG Issuer in respect of any amounts owing to them which remain unpaid. In particular, no Warrantholder shall be entitled to have recourse to the Collateral Assets contained in a Collateral Pool other than the Collateral Pool which secures the Warrants held by such Warrantholder.

For the avoidance of doubt, in such a scenario, Warrantholders will continue to be able to claim under the terms of the Guarantee against the Guarantor for any unpaid amounts.

6.2 Non-petition

By acquiring and holding Secured Warrants, Warrantholders will be deemed to acknowledge and agree that no Warrantholder shall be entitled to take any steps or proceedings to procure the winding-up, administration or liquidation (or any other analogous proceeding) of SG Issuer.

7. COLLATERAL DISRUPTION EVENTS

Upon the occurrence, as determined by SG Issuer or the Collateral Agent, in each case acting in good faith, of a Collateral Disruption Event, SG Issuer may at its option and in its sole discretion consider such event as an event triggering an early settlement of the relevant Secured Warrants at the Early Termination Settlement Amount, in the case of Cash Settled Warrants, or, in the case of Physical Delivery Warrants, the Early Termination Physical Delivery Amount following occurrence of a collateral disruption event specified in the applicable Final Terms.

DEED OF GUARANTEE*

THIS DEED OF GUARANTEE (the **Deed of Guarantee**) is made as of 20 July 2016 (with respect to Warrants issued on or after 20 July 2016 only) by Société Générale (the **Guarantor**) in favour of the Warrantholders (as defined in the General Terms and Conditions of the Warrants).

WHEREAS:

1. SG Issuer and Société Générale Effekten GmbH (the **Issuers** and each an **Issuer**) and the Guarantor, amongst others, have entered into a Programme Agreement dated on or about 6 July 2016 and as may be further amended, supplemented or restated (the **Programme Agreement**) with the Dealers named therein under which each Issuer proposes from time to time to issue warrants (the **Warrants**, such expression to include each Clearing System Global Warrant, Registered Warrant, Definitive Registered Warrant, Registered Global Warrant, Uncertificated Warrant, Materialised Warrant, Dematerialised Warrant or any of the foregoing, as the context requires issued by an Issuer (the terms "Clearing System Global Warrant", "Registered Warrant", "Definitive Registered Warrant", "Registered Global Warrant", "Uncertificated Warrant", "Materialised Warrant" and "Dematerialised Warrant" have the meanings ascribed thereto in the Terms and Conditions of the Warrants (as set out in the base prospectus dated 20 July 2016 as the same may be supplemented from time to time (the **Base Prospectus**)));
2. each Issuer has executed or will execute a Deed of Covenant (the **Deed of Covenant**) relating to Global Warrants issued by that Issuer pursuant to the Programme Agreement;
3. this Deed of Guarantee will only apply in relation to Warrants issued on or after such date; and
4. the Issuers and the Guarantor have entered into an Agency Agreement dated on or about 6 July 2016 in relation to the English Law Warrants, and a French Agency Agreement dated on or about 6 July 2016 in relation to the French Law Warrants (respectively, the **Agency Agreement** and the **French Agency Agreement** and together, the **Agency Agreements**, which expressions include the same as they may be amended, supplemented or restated from time to time) with the Paying Agent, the Registrar and other parties named therein.

NOW THIS DEED WITNESSES as follows:

1. Guarantee

Subject as provided herein, the Guarantor irrevocably and unconditionally guarantees by way of deed poll to each Warrantholder that, if for any reason, the relevant Issuer does not pay any sum or amount payable by it to such Warrantholder in respect of any Warrant or (if applicable) under the Deed of Covenant (including any premium or any other amounts of whatever nature or additional amounts which may become payable under any of the foregoing), as and when the same shall become due under any of the foregoing, the Guarantor will pay to such Warrantholder on demand the amount payable by the relevant Issuer to such Warrantholder; provided that (i) in the case of any Physical Delivery Warrants in respect of which the relevant guaranteed obligation of the Issuer is an obligation to transfer the Deliverable Asset(s) in respect of a Physical Delivery Amount (including, without limitation, any Early Termination Physical Delivery Amount) the Guarantor shall, in lieu of such transfer, be obliged to pay a cash amount in the relevant Settlement Currency equal to the fair market value (as determined by the Calculation Agent in its sole discretion, but in a commercially reasonable manner, on or about the due date for transfer of the relevant Deliverable Asset(s) in respect of the Physical Delivery Amount (including, without limitation, any Early Termination Physical Delivery Amount) of the Deliverable Asset(s) in respect of the Physical Delivery Amount or Early Termination Physical Delivery Amount, as

* Execution version of the Guarantee.

the case may be, and (ii) if any payment described above is affected by Currency Unavailability (as defined in Condition 4.10 of the English Law Warrants or Condition 4.5 of the French Law Warrants), the Guarantor will be entitled to satisfy its obligations to the relevant Warrantholder by making payment in euro or U.S. dollars in accordance with the above mentioned in Condition 4.10 of the English Law Warrants or Condition 4.5 of the French Law Warrants.

All references in this Deed of Guarantee to sums or amounts payable by the Issuer shall (if applicable) be to such sums and/or amounts as reduced or otherwise modified from time to time resulting from the application of a bail-in by any relevant authority and, for the avoidance of doubt, the provisions of clauses 2 and 5 shall be construed accordingly

Warrants issued before 20 July 2016 continue to have the benefit of any previous deed of guarantee applicable thereto made by the Guarantor prior to this Deed of Guarantee.

2. Guarantor as Principal Debtor

This Guarantee is one of payment and not of collection. Without affecting the relevant Issuer's obligations, the Guarantor will be liable under this Guarantee as if it were the sole principal debtor and not merely a surety. Accordingly, it will not be discharged, nor will its liability be affected, by anything which would not discharge it or affect its liability if it were the sole principal debtor (including (a) any time, indulgence, waiver or consent at any time given to the relevant Issuer or any other person, (b) any amendment to any Warrant or, if applicable, the Deed of Covenant or to any security or other guarantee or indemnity, (c) the making or absence of any demand on the relevant Issuer or any other person for payment, (d) the enforcement or absence of enforcement of any Deed of Covenant, (if applicable) the Deed of Covenant or, if applicable, of any security or other guarantee or indemnity, (e) any contractual defences such as set-off, recoupment and counterclaim not available to the Issuer, (f) the release of any such security, guarantee or indemnity, (g) the dissolution, amalgamation, reconstruction or reorganisation of the relevant Issuer or any other person, or (h) the illegality, invalidity or unenforceability of or any defect in any provision of any Warrant or if applicable the Deed of Covenant or any of the relevant Issuer's obligations under any of them).

3. Guarantor's Obligations Continuing

The Guarantor's obligations under this Guarantee are and will remain in full force and effect by way of continuing security until no sum remains payable under any Warrant or (if applicable) the Deed of Covenant. Any amendments to this Deed of Guarantee prejudicial to the interest of the Warrantholders shall only apply to Warrants issued after the date of such amendments. Furthermore, these obligations of the Guarantor are additional to, and not instead of, any security or other guarantee or indemnity at any time existing in favour of a Warrantholder, whether from the Guarantor or otherwise. The Guarantor irrevocably waives all notices and demands whatsoever.

4. Repayment to the Issuer

If any payment received by a Warrantholder is, on the subsequent liquidation or insolvency of the relevant Issuer, avoided under any laws relating to liquidation or insolvency, such payment will not be considered as having discharged or diminished the liability of the Guarantor and this Guarantee will continue to apply as if such payment had at all times remained owing by the relevant Issuer.

5. Indemnity

As a separate and alternative stipulation, the Guarantor unconditionally and irrevocably agrees that any sum expressed to be payable by the relevant Issuer under any Warrant or (if applicable) the Deed of Covenant but which is for any reason (whether or not now known or becoming known to the relevant Issuer, the Guarantor or any Warrantholder) not recoverable from the Guarantor on the basis of a guarantee will nevertheless be recoverable from it as if it were the sole principal debtor and will be paid

by it to the Warrantholder on demand. This indemnity constitutes a separate and independent obligation from the other obligations in this Guarantee, gives rise to a separate and independent cause of action and will apply irrespective of any indulgence granted by any Warrantholder.

6. Status of Guarantee

In respect of any Warrants, the obligation of the Guarantor under this Guarantee constitutes a direct, unconditional, unsecured and general obligation of the Guarantor and ranks and will rank *pari passu* with all other existing and future direct, unconditional, unsecured and general obligations of the Guarantor.

7. Incorporation of Conditions

So long as any of the Warrants remains outstanding (as defined in the Agency Agreements) the Guarantor will comply with the provisions applicable to it in the Terms and Conditions of the Warrants as though the same were set out in full herein.

8. Power to execute

The Guarantor hereby warrants, represents and covenants with each Warrantholder that it has all corporate power, and has taken all necessary corporate or other steps, to enable it to execute, deliver and perform this Guarantee, and that this Guarantee constitutes a legal, valid and binding obligation of the Guarantor in accordance with its terms, subject to any obligations mandatorily preferred by law.

9. Deposit of Guarantee

This Guarantee shall take effect as a deed poll for the benefit of the Warrantholders from time to time and for the time being. This Guarantee shall be deposited with and held by Société Générale Bank & Trust, for the benefit of the Warrantholders until all the obligations of the Guarantor have been discharged in full.

10. Production of Guarantee

The Guarantor hereby acknowledges the right of every Warrantholder to the production of, and the right of every Warrantholder to obtain (upon payment of a reasonable charge) a copy of, this Guarantee, and further acknowledges and covenants that the obligations binding upon it contained herein are owed to, and shall be for the account of, each and every Warrantholder, and that each Warrantholder shall be entitled severally to enforce the said obligations against the Guarantor.

11. Subrogation

Until all amounts which may be payable under the Warrants and/or (if applicable) the Deed of Covenant have been irrevocably paid in full, the Guarantor shall not by virtue of this Guarantee be subrogated to any rights of any Warrantholder or claim in competition with the Warrantholders against the relevant Issuer.

12. Transfer/assignment

Upon any Substitution pursuant to the Terms and Conditions of the English Law Warrants, this Guarantee shall remain in full force and effect and thereafter be construed as if each reference herein to the Issuer were a reference to the Substituted Debtor.

13. Contracts (Rights of Third Parties) Act 1999

Without prejudice to the guarantee and indemnity provided by the Guarantor hereby, no rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Guarantee, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

14. Governing Law and Jurisdiction

This Guarantee and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law. The Guarantor irrevocably agrees for the benefit of each Warrantholder that the courts of England are to have jurisdiction to settle any dispute which may arise out of or in connection with this Guarantee (including any dispute relating to any non-contractual obligations arising out of or in connection with this Guarantee) and that accordingly any suit, action or proceedings (together referred to as **Proceedings**) arising out of or in connection with this Guarantee (including any Proceedings relating to any non-contractual obligations arising out of or in connection with this Guarantee) may be brought in the courts of England.

The Guarantor irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any Proceedings in the courts of England and irrevocably agrees that a final judgment in any Proceedings brought in the courts of England shall be conclusive and binding upon the Guarantor and may be enforced in the courts of any other jurisdiction. Nothing contained in this Clause shall limit any right to take Proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdictions, whether concurrently or not.

The Guarantor hereby appoints Société Générale, London Branch (SGLB), currently of SG House, 41, Tower Hill, London EC3N 4SG, as its agent for service of process in England in respect of any Proceedings and undertakes that in the event of SGLB ceasing so to act, it will appoint another person as its agent for that purpose.

IN WITNESS whereof this Guarantee has been executed and delivered as a deed on behalf of the Guarantor.

EXECUTED and delivered as a **DEED** by)
SOCIÉTÉ GÉNÉRALE)
acting by)
acting under the authority)
of that company)
in the presence of:)

Witness's Signature: [●]

Name: [●]

Address: [●]

DESCRIPTION OF SOCIÉTÉ GÉNÉRALE

1. STATUTORY AUDITORS

For the financial years ended 31 December 2014 and 31 December 2015:

Ernst & Young et Autres

Member of the French *Compagnie nationale des commissaires aux comptes*

Represented by Isabelle Santenac,

1/2, place des Saisons, 92400 Courbevoie - Paris-La Défense 1, France

Deloitte & Associés

Member of the French *Compagnie nationale des commissaires aux comptes*

Represented by José-Luis Garcia,

185, avenue Charles de Gaulle, 92524 Neuilly-sur-Seine Cedex, France.

Ernst & Young et Autres and Deloitte & Associés have no material interest in Société Générale.

2. INFORMATION ABOUT SOCIÉTÉ GÉNÉRALE

See paragraphs 1.1 and 2.1 in the section "*Documents Incorporated by Reference*" of this Base Prospectus.

3. BUSINESS OVERVIEW

See paragraphs 1.1 and 2.1 in the section "*Documents Incorporated by Reference*" of this Base Prospectus.

4. ORGANISATIONAL STRUCTURE

See paragraphs 1.1 and 2.1 in the section "*Documents Incorporated by Reference*" of this Base Prospectus.

5. TREND INFORMATION

At the date of this Base Prospectus, there has been no material adverse change in the prospects of Société Générale and its consolidated subsidiaries (taken as a whole) since 31 December 2015.

For information on any known trends regarding Société Générale, please refer to pages 55 and 56 of the English version of the *document de référence* 2016 of Société Générale incorporated by reference herein.

6. PROFIT FORECASTS OR ESTIMATES

This Base Prospectus does not contain any profit forecast or estimate relating to Société Générale.

7. ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES

See paragraphs 1.1 and 2.1 in the section "*Documents Incorporated by Reference*" of this Base Prospectus.

At the Date of this Base Prospectus, there are no potential conflicts of interest between any duties owed by the Board of Directors and the Deputy Chief Executive Officers' to Société Générale and their private interests and/or other duties.

This statement is also valid regarding the recent appointments as independent directors of Mr. Juan Maria Nin Genova and Mr. Emmanuel Roman as approved by the Combined General Meeting of Société Générale on 18 May 2016.

Name: Juan Maria Nin Genova

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

Function within Société Générale: Independent Director

Activities performed outside Société Générale: Director of Naturhouse (Spain), Azvi (Spain), Dia Group (Spain), Indukern (Spain), Azora (Spain). Chairman of the Board of Directors of VidaCaixa Assurances (Spain)

Name: Emmanuel Roman

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

Function within Société Générale: Independent Director

Activities performed outside Société Générale: Chief Executive Officer of the investment fund Man Group.

8. MAJOR SHAREHOLDERS

See paragraphs 1.1 and 2.1 in the section "*Documents Incorporated by Reference*" of this Base Prospectus.

Société Générale is not aware of any arrangements the operation of which may at a subsequent date result in a change in control.

9. FINANCIAL INFORMATION CONCERNING SOCIÉTÉ GÉNÉRALE'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES

9.1 Legal and arbitration proceedings

Save as disclosed on pages 202-205 of the 2016 Registration Document, there are no governmental, legal or arbitration proceedings relating to claims or amounts during the period covering at least twelve months prior to the date of this Base Prospectus (including any such proceedings which are pending or threatened, of which Société Générale is aware) which may have, or have had in the recent past, significant effects on Société Générale and/or the Group's financial position or profitability.

See also paragraphs 1.1 and 2.1 in the section "*Documents Incorporated by Reference*" of this Base Prospectus.

9.2 Significant change in the financial or trading position

There has been no significant change in the financial or trading position of Société Générale and its consolidated subsidiaries (taken as a whole) since 31 March 2016.

9.3 Recent Events

Pursuant to the combined general meeting of shareholders of the Issuer held on 18 May 2016 (the "**General Meeting**"), the dividend per share was set at EUR2.0; it was detached on 25 May 2016 and paid from May 27, 2016.

Pursuant to the General Meeting, The terms of Mr. Yann Delabrière and Mr. Michel Cicurel as directors of the Issuer were not renewed and the term of Nathalie Rachou as a director of the Issuer was renewed at the General Meeting of the Issuer held on 18 May 2016.

In addition, pursuant to the General Meeting the following independent directors were confirmed for a term of office of four years, as from 1 September 2016 in the case of Mr. Juan Maria Nin Genova and as

from 18 May 2016 in the case of Mr. Roman. To the best of the knowledge of the Issuer's Board of Directors, there are no potential conflicts of interest between the duties of the following independent directors towards Société Générale and any other obligations or private interest.

Mr. Juan Maria NIN GENOVA

Chairman, VidaCaixa Biography: of Spanish nationality, is a lawyer and economist and began his career as a program manager in the Spanish Ministry for the relations with the European Community. He became General Manager of Santander Central Hispano from 1980 to 2002, before becoming advisor of Banco Sabadell until 2007. In June 2007, he was appointed Chief Executive Officer of La Caixa and at same time he was Vice-Chairman of the Board of Directors of Criteria until 2014. In July 2011, he became also Vice-Chairman and Advisor of Caixabank until 2014.

Year of birth: 1953

Year of first appointment: 2016

Term of office expires in 2020

Independent Director

Professional address:
VidaCaixa,]Oficio-1, Calle
Villanueva, 29 – 3º Izda, 28001
Madrid, Spain

Other offices held in foreign listed companies: *Director*: Naturhouse (Spain), Azvi (Spain), Dia Group (Spain)

Other offices held in foreign unlisted companies: *Chairman of the Board of Directors*: VidaCaixa Assurances (Spain); *Director*: Indukem (Spain), Azora (Spain)

Detailed information on offices and positions held in previous years:

2015	2014	2013	2012
<i>Chairman of the Board of Directors</i> : VidaCaixa Assurances (Spain)	<i>Chairman of the Board of Directors</i> : VidaCaixa Assurances (Spain)	<i>Vice-Chairman of the Board of Directors</i> : Caixabank, Criteria	<i>Vice-Chairman of the Board of Directors</i> : Caixabank, Criteria
<i>Director</i> : Naturhouse (Spain), Indukern (Spain), Azora (Spain), Azvi (Spain), Dia Group (Spain), Gas Natural (Spain) (until March 2015), Repsol (Spain) (until April 2015)	<i>Vice-Chairman of the Board of Directors</i> : Caixabank (until July 2014), Criteria (until June 2014)	<i>Director</i> : Gas Natural (Spain), Repsol (Spain), Banco BPI (Portugal)	<i>Director</i> : Gas Natural (Spain), Repsol (Spain), Banco BPI (Portugal)
	<i>Director</i> : Gas Natural (Spain), Repsol (Spain), Naturhouse (Spain), Indukern (Spain), Azora (Spain)	<i>Member of the Supervisory Board</i> : Erste Bank (Austria), Inbursa (Mexico)	<i>Member of the Supervisory Board</i> : Erste Bank (Austria), Inbursa (Mexico)
	<i>Member of the Supervisory Board</i> : Erste Bank (Austria)		

(until December 2014), Inbursa (Mexico) (until July 2014)

Mr. Emmanuel ROMAN

Chief Executive Officer, Man Group Plc

Year of birth: 1963

Year of first appointment: 2016

Term of office expires in 2020

Independent Director

Professional address: MAN Group Plc, One Curzon Street, London W1J5HB, United Kingdom

Other offices held in foreign listed companies: *Director*: Man Group Plc

Biography: of French nationality, began his career at Goldman Sachs in 1987, where he held various positions in equity derivatives in particular co-head of Worldwide Equity Derivatives (in 1996), elected to partnership (in 1998), co-head of Worldwide Global Securities Services (in 2001) and co-head of the European Equities Division (in 2003). He joined GLG Partners in 2005 as co-CEO. In 2010, GLG Partners was acquired by Man Group, one of the world's largest independent alternative investment managers and he was named Chief Operating Officer of this Group. In 2011, he joined the Board of Man Group Plc and was appointed Chairman and then Chief Executive Officer in February 2013.

Detailed information on offices and positions held in previous years:

2015	2014	2013	2012
<i>Director</i> : Man Group Plc, Grupo Prisa (until March 2015)	<i>Director</i> : Man Group Plc, Grupo Prisa	<i>Director</i> : Grupo Prisa	<i>Director</i> : Grupo Prisa
		<i>Chairman of the Board of Directors</i> : Man Group Plc	<i>Chairman of the Board of Directors</i> : Man Group Plc

10. MATERIAL CONTRACTS

There are no material contracts (other than contracts entered into in the ordinary course of business) which could result in any Group member an obligation or entitlement that is material to Société Générale's ability to meet its obligation to Warrantholders in respect of the Warrants.

DESCRIPTION OF SG ISSUER**1. STATUTORY AUDITORS**

For the financial year ended 31 December 2015:

Deloitte Audit, société à responsabilité limitée (S.A.R.L.)

Member of the *Institut des Réviseurs d'Entreprises* du Luxembourg,
represented by Stéphane Césari,
560 rue de Neudorf, L-2220 Luxembourg.

Deloitte Audit S.A.R.L has no material interest in SG Issuer.

For the financial year ended 31 December 2014:

Deloitte Audit, société à responsabilité limitée (S.A.R.L.)

Member of the *Institut des Réviseurs d'Entreprises* du Luxembourg,
represented by Stéphane Césari,
560 rue de Neudorf, L-2220 Luxembourg.

2. SELECTED FINANCIAL INFORMATION

Figures prepared in accordance with IFRS at 31 December 2015

(in K€)	31 December 2015 (audited)	31 December 2014 (audited)
Operating Revenues	102 968	110 027
Profit from operations	380	209
Profit from continuing operations	380	209
Total Assets	37 107 368	23 567 256

3. INFORMATION ABOUT SG ISSUER

- 3.1** SG Issuer's legal and commercial name is "SG Issuer".
- 3.2** SG Issuer is registered with the Luxembourg trade and companies register under No. B 121.363.
- 3.3** SG Issuer was incorporated on 16 November 2006, for an unlimited duration under the legal name of Société Générale d'Arbitrages et de Participations Luxembourg S.A. (**SGAP**). The extraordinary shareholder meeting held on 16 April 2012 has changed SGAP's legal name to SG Issuer.
- 3.4** SG Issuer, whose registered office is located at 33, boulevard Prince Henri, L-1724 Luxembourg, is a limited liability company under the laws of Luxembourg incorporated in Luxembourg.
Its telephone number is + 352 27 85 44 40.
- 3.5** There have been no recent events particular to SG Issuer which are to a material extent relevant to the evaluation of the SG Issuer's solvency.

4. BUSINESS OVERVIEW

4.1 Principal activities

The main activity of SG Issuer is the raising of funds via the issuance of securities to institutional and retail investors through distributors associated with Société Générale. The funds raised through the issuance of such securities are subsequently on-lent to Société Générale and other Group members.

4.2 Principal markets

For these activities, SG Issuer has ordinary accounts opened in its name in different countries and currencies. The main ones are: EUR, USD, GBP, HKD, CHF and JPY.

Securities issued by SG Issuer are listed in Paris, Luxembourg, Frankfurt, London, Brussels, Stockholm, Milano, Johannesburg and Zurich.

5. ORGANISATIONAL STRUCTURE

SG Issuer is a member of the Group and has no subsidiaries.

A brief description and a simplified organisational chart of the Group is set out on pages 22 to 23 of the 2016 Registration Document of Société Générale (See paragraphs 1.1 and 2.1 in the section "*Documents Incorporated by Reference*" of this Base Prospectus.)

6. TREND INFORMATION

6.1 At the date of this Base Prospectus, there has been no material adverse change in the prospects of SG Issuer since 31 December 2015.

6.2 SG Issuer expects business for the rest of this business year to continue as it has done so far over the course of 2016.

7. PROFIT FORECASTS OR ESTIMATES

This Base Prospectus does not contain any profit forecast or estimate relating to SG Issuer.

8. ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES

8.1 Pursuant to its articles of association, SG Issuer is managed by a board of directors under the supervision of a supervisory board.

The members of the board of directors are Sophie Robatche-Claive, Laetitia Journe, Alexandre Galliche, Yves Cacclin, Marc Augier, -Arnaud Serres and Amaury De Beler (individually a "**Director**" and collectively the "**Board of Directors**"). Sophie Robatche-Claive, Laetitia Journe, Arnaud Serres, Alexandre Galliche, Yves Cacclin and Marc Augier currently hold full-time management positions within the Société Générale Group.

Name: Sophie Robatche-Claive

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

Function within SG Issuer: Director

Activities performed outside SG Issuer: Head of Issuances & OTC structuring – Europe – Cross Asset Solutions within Société Générale Global Banking & Investor Solutions.

Name: Laetitia Journe

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

Function within SG Issuer: Director

Activities performed outside SG Issuer: Head of Trade Support for Cross Asset Solutions Business within Société Générale Global Banking & Investor Solutions – Head of value chain Issuance Products

Name: Alexandre Galliche

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

Function within SG Issuer: Director

Activities performed outside SG Issuer: Corporate Engineer within Société Générale Bank & Trust.

Name: Yves Cacclin

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

Function within SG Issuer: Director

Activities performed outside SG Issuer: Director of structured finance and of Corporate Engineering within Société Générale Bank & Trust.

Name: Marc Augier

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

Function within SG Issuer: Director

Activities performed outside SG Issuer: Head of Corporate Engineering within Société Générale Bank & Trust.

Nom : Arnaud Serres

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

Function within SG Issuer: Director

Activities performed outside SG Issuer: Head of accounting certification of market transactions within the *Product Control Group* of Société Générale Global Banking & Investor Solutions

Nom : Amaury De Beler

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

Function within SG Issuer: Director

Activities performed outside SG Issuer: Head of Financial Management within Societe Générale Bank & Trust

The members of the supervisory board are Alban Romanet, Véronique de la Bachelerie, Jérôme Audran, Vincent Robillard and Didier Lallemand(the "**Supervisory Board**").

Véronique de la Bachelerie, Alban Romanet, Jérôme Audran, Vincent Robillard and Didier Lallemand currently hold full-time management positions within the Société Générale Group.

Name: Véronique de la Bachelerie

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

Function within SG Issuer: Chairman of the Supervisory Board

Activities performed outside SG Issuer: Chief Executive Officer of Société Générale Bank & Trust

Name: Alban Romanet

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

Function within SG Issuer: Member of the Supervisory Board

Activities performed outside SG Issuer: Director of Risks Division of Société Générale Bank & Trust

Name : Jérôme Audran

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

Function within SG Issuer: Member of the Supervisory Board

Activities performed outside SG Issuer: Chief Financial Officer of Société Générale Bank & Trust

Name: Vincent Robillard

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 Funding of Société Générale Group

Name: Didier Lallemand

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

Function within SG Issuer: Member of the Supervisory Board

Activities performed outside SG Issuer: Chief Financial Officer of Global Banking & Investor Solutions

- 8.2** As at the date of this Base Prospectus, there are no conflicts of interest between any duties owed to SG Issuer by the members of its board of directors and their private interests and/or other duties.

9. BOARD PRACTICES

To the best of its knowledge and belief, SG Issuer complies with the corporate governance regime of Luxembourg.

10. MAJOR SHAREHOLDERS

SG Issuer is a 100 per cent. owned subsidiary of Société Générale Bank & Trust S.A. and is a fully consolidated company.

Shareholders meetings are convened in accordance with Luxembourg laws.

The annual general meeting of shareholders is held on the penultimate Thursday of March or, if it is not a bank working day in Luxembourg, the following day.

Shareholders are entitled to one vote per share. Resolutions proposed at ordinary annual general meetings of shareholders require a simple majority of votes cast. Resolutions proposed at extraordinary meetings of shareholders require a two third majority of votes cast when the resolution deals with either a modification of the Issuer's articles of incorporation or the Issuer's dissolution.

Each time all of the shareholders are present or represented and if they declare being informed of the agenda of the shareholders meeting, the shareholders meeting can be held without notification.

SG Issuer is not aware of any arrangements the operation of which may at a subsequent date result in a change in control.

11. FINANCIAL INFORMATION CONCERNING SG ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES

11.1 Historical financial information

The financial year of SG Issuer runs from 1 January to 31 December.

See also paragraphs 1.2 and 2.2 in the section "*Documents Incorporated by Reference*" of this Base Prospectus.

11.2 Financial Statements

SG Issuer publishes both non-audited interim financial statements and audited annual financial statements. SG Issuer does not publish consolidated financial statements.

11.3 Auditing of historical financial information

For the financial year ended on 31 December 2015, the accounts were audited, without qualification, in accordance with international financial reporting standards (IFRS).

For the financial year ended on 31 December 2014, the accounts were audited, without qualification, in accordance with IFRS.

11.4 Interim and other financial information

Since the date of its last audited financial statements, SG Issuer has not published any interim or other financial statements.

11.5 Legal and arbitration proceedings

There are no governmental, legal or administrative proceedings relating to claims or amounts during the period covering at least twelve months prior to the date of this Base Prospectus (including any such proceedings which are pending or threatened of which SG Issuer is aware) which may have, or have had in the recent past significant effects on SG Issuer's financial position.

11.6 Significant change in the financial or trading position

There has been no significant change in the financial or trading position of SG Issuer since 31 December 2015.

12. ADDITIONAL INFORMATION

12.1 Share capital

The registered issued share capital of SG Issuer is EUR 2,000,120 divided into 50 003 ordinary fully paid up shares of EUR 40 each.

12.2 Dividends

SG Issuer paid EUR 12 203 595 dividends to its shareholders in the last five years as follows:

Year	Dividends paid per share (in EUR)
2015	46
2014	43
2013	9
2012	71
2011	75.07

12.3 Articles of association

The corporate objects clause described in article 3 of the Issuer's articles of association provides that, in compliance with the applicable laws and regulations, the Issuer's purpose is:

- to issue debt securities, bonds, certificates, warrants (option coupons) and other debt securities or acknowledgements of debt or financial securities, whether or not accompanied by guarantees, with any type of underlying security including, without limitation, corporate stock, any other capital security or security other than capital, index, currency, exchange rate, interest rate, dividend, credit risk, fund unit, investment company stock, term deposit, life insurance contract, loan, merchandise, term contract, option, warrant or option coupons, allocated or unallocated precious metals, unit of account, basket or any other factor or any other type of underlying securities or any combination of the latter;
- to purchase, hold, dispose of, lend, loan or resell, by any means, including in particular the use of trusts, in trust or repurchase, any type of assets whatever their names and forms and whether or not accompanied by guarantees, in particular financial instruments (financial securities: stocks, fund units, bonds, certificates, warrants or option coupons – or financial contracts: swaps, options or other), or any other debt securities, acknowledgements or debts or capital securities;

- to receive or issue money loans (including loans convertible into shares of the Issuer) - within the group of companies to which the Issuer belongs – and to supply guarantees in any form (actual guarantees such as pledges, securities, mortgages or other - personal guarantees or any other form of guarantee), for their own account, for the account of the group of companies to which the Issuer belongs or on behalf of third parties.

SG Issuer may carry out any industrial, commercial, financial, transferable or non-transferable transactions that are connected, directly or indirectly, in whole or in part, to its corporate purpose.

SG Issuer may carry out its corporate purpose directly or indirectly in its own name or on behalf of third parties, solely or in association, by conducting all transactions so as to favour the aforementioned purpose of the company or that of companies in which it has interests.

As a general rule, SG Issuer may take any control or supervisory measures and conduct all transactions that may appear useful to it in fulfilling its purpose; SG Issuer may also hold administrative mandates in other companies in Luxembourg or abroad, whether remunerated or not.

13. MATERIAL CONTRACTS

There are no material contracts (other than contracts entered into in the ordinary course of SG Issuer's business) which could result in any Group member an obligation or entitlement that is material to SG Issuer's ability to meet its obligations to Warrantholders in respect of the Warrants.

DESCRIPTION OF SOCIÉTÉ GÉNÉRALE EFFEKTEN GMBH

1. STATUTORY AUDITORS

For the financial year ended on 31 December 2014 :

Deloitte & Touche GmbH

Member of the German Auditors' chamber (Wirtschaftsprüferkammer K.d.ö.R.),
represented by its president Mr. Gerhard Ziegler,
Franklinstrasse 50, 60486 Frankfurt am Main, Germany.

For the financial year ended on 31 December 2015 :

Ernst & Young GmbH

Member of the German Auditors' chamber (Wirtschaftsprüferkammer K.d.ö.R.),
represented by its president Mrs. Hultsch and Knoll,
Rauchstrasse 26, D-10787 Berlin, Germany.

Ernst & Young GmbH has no material interest in Société Générale Effekten GmbH.

2. SELECTED FINANCIAL INFORMATION

(in K€)	31 December 2015 (audited)	31 December 2014 (audited)
Operating Revenues	130	103
Profit from operations	0	0
Profit from continuing operations	0	0
Basic and diluted earnings per share	0	0
Total Assets	28,967,799	22,304,156
Dividends declared per share	0	0

3. INFORMATION ABOUT SOCIÉTÉ GÉNÉRALE EFFEKTEN GMBH

- 3.1** Société Générale Effekten GmbH's legal and commercial name is " Société Générale Effekten GmbH".
- 3.2** Société Générale Effekten GmbH is registered with the commercial register of Frankfurt am Main local court under Number HRB 32283.
- 3.3** Société Générale Effekten GmbH was incorporated on 3 March 1977, for an unlimited duration under the legal name of LT Industriebeteiligungs-Gesellschaft mbH (**LTIG**). The shareholders' meeting held on 5 October 1990 has changed SGAP's legal name to Société Générale Effekten GmbH.
- 3.4** Société Générale Effekten GmbH, whose registered office is located at Neue Mainzer Strasse 46-50, 60311 Frankfurt am Main, Germany, is a limited liability company Gesellschaft mit beschränkter Haftung: GmbH) under German law.
Its telephone number is +49 (0)69 71 74 0.
- 3.5** There have been no recent events particular to Société Générale Effekten GmbH which are to a material extent relevant to the evaluation of the Société Générale Effekten GmbH's solvency.

4. BUSINESS OVERVIEW

Société Générale Effekten GmbH is a finance company whose main business is raising debt to be on-lent to Société Générale and other members of the Group.

- 4.1** Securities issued by Société Générale Effekten GmbH are primarily issued on the German market. The securities may also be sold publicly in other EU Member States.
- 4.2** The business purpose of Société Générale Effekten GmbH, as stipulated in section 2 of its bylaws, is the issue and sale of securities as well as related activities, with the exception of those requiring a licence. Société Générale Effekten GmbH is engaged in the issue and placement of securities, mainly warrants and certificates, as well as related activities. Banking business as defined by the German Banking Act (Kreditwesengesetz, KWG) are not included in the business purpose. Société Générale Effekten GmbH is a financial entity as defined in Sec. 1 (3) Sentence 1 No. 5 KWG.

5. ORGANISATIONAL STRUCTURE

Société Générale Effekten GmbH is a member of the Group and has no subsidiaries.

A brief description and a simplified organisational chart of the Group is set out on pages 22 to 23 of the 2016 Registration Document of Société Générale (See paragraphs 1.1 and 2.1 in the section "*Documents Incorporated by Reference*" of this Base Prospectus.)

6. TREND INFORMATION

- 6.1** At the date of this Base Prospectus, there has been no material adverse change in the prospects of Société Générale Effekten GmbH since 31 December 2015.
- 6.2** Société Générale Effekten GmbH expects business for the rest of this business year to continue as it has done so far over the course of 2016.

7. PROFIT FORECASTS OR ESTIMATES

This Base Prospectus does not contain any profit forecast or estimate relating to Société Générale Effekten GmbH.

8. ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES

- 8.1** Pursuant to its articles of association, Société Générale Effekten GmbH is managed by a board of directors.

The managing directors of Société Générale Effekten GmbH are currently Mr. Jean-Louis Jégou, Frankfurt am Main, Mr. Helmut Höfer, Frankfurt am Main and Mr. Rainer Welfens, Saint Maur des Fossés, France.

By way of a resolution adopted by the shareholder meeting on February 9, 2015, Mr. Rainer Welfens, business administrator, Saint Maur des Fossés, France, was appointed managing director.

By way of a resolution adopted by the shareholder meeting on February 16, 2016, Mr. Helmut Höfer, lawyer, Frankfurt am Main, was appointed managing director with immediate effect. Dr. Joachim Totzke's appointment was revoked with immediate effect.

Mr. Jean-Louis Jégou, Mr. Helmut Höfer and Mr. Rainer Welfens can be contacted at Société Générale, Frankfurt am Main branch, Neue Mainzer Straße 46-50, D-60311 Frankfurt am Main.

Société Générale Effekten GmbH is represented jointly by two managing directors or by one managing director together with an authorized signatory.

The articles of association do not contain any provisions on the appointment of a supervisory board. No supervisory board existed during the past financial year.

Provided that the above mentioned persons perform any activities out of the range of the scope of the activities of Société Générale Effekten GmbH, these activities are not relevant for Société Générale Effekten GmbH.

- 8.2** As at the date of this Base Prospectus, there are no conflicts of interest between any duties owed to Société Générale Effekten GmbH by the members of its board of directors and their private interests and/or other duties.

9. BOARD PRACTICES

As the Issuer is not a stock exchange listed company, it does not comply with the German Corporate Governance Codex as amended on 5 May 2015.

Société Générale Effekten GmbH as a capital market-oriented company according to Sec. 264d HGB (German Commercial Code (Handelsgesetzbuch, "HGB")) has established an audit committee according to Sec. 324 HGB. This audit committee consists of the following members:

Mr. Peter Boesenberg (chair)

Mr. Dimitri Brunot

Mr. Achim Oswald

Mr. Rainer Welfens

Ms. Heike Stuebban

The Audit Committee concentrates on the development of net assets, the financial position, and results of operations at least once every year – in particular for the annual financial statements. The shareholder is obligated to adopt the annual financial statements as part of the annual financial statement process. In order to fulfill these duties, the financial statement documents, including management's recommendation on the utilization of unappropriated net profits, are made available to the Audit Committee along with the auditors' preliminary report.

10. MAJOR SHAREHOLDERS

Société Générale Effekten GmbH is a wholly owned subsidiary of Société Générale S.A., Paris. Société Générale Effekten GmbH does not itself have any subsidiaries.

Service level agreements are in place between Société Générale Effekten GmbH and Société Générale. Within the scope of these service level agreements Société Générale Effekten GmbH has access to resources of Société Générale, Frankfurt am Main branch, and/or Société Générale, Paris.

11. FINANCIAL INFORMATION CONCERNING SOCIÉTÉ GÉNÉRALE EFFEKTEN GMBH'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES

11.1 Historical financial information

The financial year of Société Générale Effekten GmbH runs from 1 January to 31 December. See also paragraphs 1.3 and 2.3 in the section "*Documents Incorporated by Reference*" of this Base Prospectus.

11.2 Financial Statements

Société Générale Effekten GmbH publishes both non-audited interim financial statements and audited annual financial statements. Société Générale Effekten GmbH does not publish consolidated financial statements.

11.3 Auditing of historical financial information

For the financial years ended on 31 December 2014 and 31 December 2015, the accounts were audited, without qualification, in accordance with IDW Auditing Standard.

11.4 Interim and other financial information

Since the date of its last audited financial statements, Société Générale Effekten GmbH has not published interim financial statements.

11.5 Legal and arbitration proceedings

There are no governmental, legal or administrative proceedings relating to claims or amounts during the period covering at least twelve months prior to the date of this Base Prospectus (including any such proceedings which are pending or threatened of which Société Générale Effekten GmbH is aware) which may have, or have had in the recent past significant effects on Société Générale Effekten GmbH's financial position.

11.6 Significant change in the financial or trading position

There has been no significant change in the financial or trading position of Société Générale Effekten GmbH since 31 December 2015.

12. ADDITIONAL INFORMATION

12.1 Share capital

Société Générale Effekten GmbH's fully paid-up share capital is EUR 25,564.59. Its share capital is made up of one share which is held by Société Générale.

Société Générale Effekten GmbH did not pay any dividends in the last five years.

12.2 Articles of association

The corporate objects clause described in section 2 of the Société Générale Effekten GmbH's articles of association provides that, in compliance with the applicable laws and regulations, Société Générale Effekten GmbH's purpose is the issue and the sale of securities and any activity related thereto with the exception of those activities that require a permit. Société Générale Effekten GmbH may also make participations in other business entities and may set up branches on the national or international level.

13. MATERIAL CONTRACTS

Société Générale Effekten GmbH entered into a master trust agreement with Société Générale S.A., Paris, on 28 February 2006, which governs the issue of debt instruments in the name of Société Générale Effekten GmbH on behalf of Société Générale. Société Générale Effekten GmbH hereby undertakes to collect and then forward the issue proceeds to Société Générale. The term of the agreement is one year and it extends for an additional year if it is not terminated fifteen (15) days prior to the expiration date.

Société Générale Effekten GmbH and Société Générale, Paris have entered into an agreement on May 1, 2005 regarding the refunding of the costs incurred by Société Générale Effekten GmbH in connection

with its issuing activities. Under the terms of the agreement, Société Générale Effekten GmbH also receives a monthly management fee of 5% of the issue costs.

There are no other material contracts (other than contracts entered into in the ordinary course of Société Générale Effekten GmbH's business) which could result in any Group member an obligation or entitlement that is material to Société Générale Effekten GmbH's ability to meet its obligations to Warrantholders in respect of the Warrants.

DESCRIPTION OF SOCIÉTÉ GÉNÉRALE INDICES ("SGI INDICES")

Payments determined in respect of SGI Index Linked Warrants will be calculated by reference to one or more Société Générale indices as the relevant Issuer and the relevant Dealer(s) may agree and as indicated in the applicable Final Terms.

SGI Index Linked Warrants may be subject to early settlement or adjustment as more fully described in the Additional Terms and Conditions for SGI Index Linked Warrants.

SGI Index Linked Warrants are linked to the performance of an index that is either (i) composed by the Issuer or any other legal entities belonging to the Société Générale group or (ii) provided by a legal entity or a natural person acting in association with, or on behalf of, the Issuer or any other legal entity belonging to the Société Générale group (including, but without limitation, an entity acting as index calculation agent) (an **SGI Index**).

In respect of the description of the SGI Index, two categories can be contemplated:

- (a) If the SGI Index is either composed by the Issuer or any other legal entity belonging to the Société Générale group, this Base Prospectus contains, in accordance with Commission Regulation (EC) 809/2004, an index description including the essential characteristics to enable an investor to fully understand the index and its dynamics and make an informed assessment.
- (b) If the SGI Index is provided by a legal entity or a natural person acting in association with, or on behalf of, the Issuer or any other legal entity belonging to the Société Générale group, in accordance with Commission Regulation (EC) 809/2004:
 - the complete set of rules of the index and information on the performance of the index are freely accessible on the Issuer's or on the index provider's website; and
 - the governing rules (including methodology of the index for the selection and the re-balancing of the components of the index, description of market disruption events and adjustment rules) are based on pre-determined and objective criteria.

For SGI indices that belong to this second category (b), the name of the SGI Index will be specified in the applicable Final Terms and the complete set of rules of the index and information on the performance of the index will be freely accessible on either the website www.sgindex.com or on the index provider's website.

The index description of the three following SGI Indices belonging to the first category (a) are contained below.

- (I) SGI Harmonia Index (EUR – Net Total Return)
- (II) SGI Harmonia Index (EUR – Excess Return)
- (III) SGI Pan Africa Index

It should be noted that additional SGI Indices may be used as underlyings following the publication of a supplement in accordance with the provisions of article 16 of the Prospectus Directive, containing an index description of such additional SGI Indices.

I. SGI HARMONIA INDEX (EUR - NET TOTAL RETURN)

1. INDEX RULES OVERVIEW

1.1 Index Description

The SGI Harmonia (EUR – Net Total Return) Index (the "**Index**") aims to provide the performance of a dynamic multi-asset basket of indices and funds with a volatility control mechanism.

The Index is calculated and published by S&P Opco, LLC (a subsidiary of S&P Dow Jones Indices LLC) (the "**Index Calculation Agent**") and is sponsored by Société Générale (the "**Index Sponsor**"). Lyxor AM (the "**Index Advisor**") advises the scientific committee of the Index, composed of Index Sponsor and Index Advisor representatives, as to certain parameters of the Index, such as the composition of the underlying basket.

Main Characteristics

Bloomberg ticker:	SGIXHETR <Index>
Type of Return:	Net Total Return
Calculation Frequency:	Daily
Publication Time:	End of Day
Index Launch Date:	June 6, 2011
Currency:	EUR
Fees and Costs:	As specified under the "Index Fees and Costs" section below
Index Asset Class:	Multi-Asset
Index Components:	Equity Instrument, Debt Instrument, Commodity Instrument and Market Data

1.2 Mechanism

1.2.1 Index Composition

The Index is composed of a dynamic basket of indices and funds (each, a "**Basket Component**", together the "**Underlying Basket**") where the weightings are determined on a monthly basis by the Index Advisor in accordance with a methodology described under 1.2.2 below.

In order to keep the risks associated with the Index under a certain limit, the Index also includes a volatility control mechanism, where the exposure of the Index to such Underlying Basket varies on a daily basis in accordance with input parameters described under 1.2.3 below.

1.2.2 Composition and Monthly Review of the Underlying Basket

The composition and allocation of the Underlying Basket is reviewed on a monthly basis according to a proprietary model based on a momentum filter and the Equal-Risk Contribution methodology developed by the Index Advisor. The resulting weightings are applied to the Basket Components so as to determine the composition of the Underlying Basket. The non-Euro-denominated Basket Components are hedged against currency risk on a daily basis. The initial allocation of the Underlying Basket is displayed in Appendix 1.

1.2.3 Daily "Vol Target" Mechanism

The Index is constructed pursuant to a daily Vol Target process where the deemed exposure of the Index to the Underlying Basket (the "**Exposure**") is based on a formula using the following input parameters:

- (i) the short term historical volatility of the Underlying Basket;
- (ii) a target volatility of 6%; and
- (iii) the historical volatility of the Index itself;

so that, in most cases:

- when the volatility of the Underlying Basket exceeds 6%, the Exposure will generally be less than 100% (subject to a minimum Exposure of 0%) and the Index will be exposed to money market instruments referencing the Euribor Rate for the difference between 100% and the Exposure.
- when the volatility of the Underlying Basket falls below 6%, the Exposure will generally be greater than 100% (subject to a maximum Exposure of 150%), such leveraged Exposure being obtained at a rate based on the Euribor Rate.

1.3 Index Fees and Costs

The Index is calculated net of the following fees and costs:

Index Advisory Fees:	0.20% per annum accrued daily calculated on the Index Level
Replication Costs:	As per Appendix 1 under RC(i,t)
Transaction Costs:	As per Appendix 1 under TC(i,t)

Such fees and costs may be modified by the Index Sponsor from time to time based on prevailing market conditions.

1.4 Information available on the SGI website

The Index Level (as well as performance and volatility of the Index derived thereof), further Index data and important disclaimers relating to the Index are available on the SGI website at the following address: <https://www.sgindex.com/index.php?id=122&bbg=SGIXHETR>.

2. INDEX RULES

2.1 Terms and definitions relating to Dates

ACT(t-1,t)	means the number of calendar days between Calculation Date (t-1) (included) and Calculation Date (t) (excluded).
Calculation Date	means any Scheduled Calculation Date on which no Index Disruption Event exists.
N(t-1,t)	means the number of Calculation Dates between the Calculation Date (t-1) included and the Calculation Date (t) (excluded).
Rebalancing Date	means <ul style="list-style-type: none"> - in respect of any Review Date falling strictly before March 24th 2015, the third Calculation Date immediately following any such Review Date; and - in respect of any Review Date falling on or after March 24th 2015, each of the five Calculation Dates following and including the third Calculation Date immediately

following any such Review Date. For the avoidance of doubt, starting from March 24th 2015, if t is a Review Date then $t+3$, $t+4$, $t+5$, $t+6$ and $t+7$ are Rebalancing Dates.

Review Date	means the last Calculation Date of any calendar month.
Scheduled Calculation Date	means any day: <ul style="list-style-type: none"> - on which commercial banks are scheduled to be open for general business in Paris and Luxembourg, - on which the London Stock Exchange, the New York Stock Exchange and the Tokyo Stock Exchange are open, - which is a business day according to the XETRA calendar, and - in respect of Scheduled Calculation Dates falling on or after the 24th March, on which no ECB Governing Council Monetary Policy meeting is held, <p>provided that the Index Calculation Agent may, after instruction from the Index Sponsor, suspend the calculation of the Index Level on a Scheduled Calculation Date if the level or price of one or more of the Index Components is not published or available on such date.</p>
Valuation Time	means 6:30 p.m. (New York time).

2.2 Terms and definitions relating to the Index

Aggregate Transaction Cost, "TC(t)"	means in respect of Calculation Date (t) the transaction costs as determined pursuant to the Index Rules set out in Section 2.13.
Index Advisor	Lyxor AM
Index Advisory Fees	means fees payable to the Index Advisor in respect of its services as advisor of the Index.
Index Calculation Agent	S&P Opco, LLC (a subsidiary of S&P Dow Jones Indices LLC).
Index Component	means any Basket Component and Market Data.
Index Currency	Euro (" EUR ").
Index Launch Date	June 6, 2011.
Index Level, "IL(t)"	means in respect of any Calculation Date (t), the level of the Index calculated and published by the Index Calculation Agent on such date at the Valuation Time, pursuant to the Index Rules set out in Section 2.4.
Index Scientific Committee	means the scientific committee comprising two (2) members of the Index Sponsor and one (1) member of the Index Advisor.
Index Sponsor	Société Générale (" SG ").
Underlying Basket	means the basket hedged in Euro comprising the Basket Components specified under Appendix 1 and allocated by the Index Advisor according to the ERC Momentum Methodology.

Underlying Basket Level, "UBL(t)"	means in respect of Calculation Date (t), the level of the Underlying Basket determined pursuant to the Index Rules set out in Section 2.5.
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2.3 Terms and definitions relating to the Vol Target Mechanism

Exposure, "E(t)"	means in respect of any Calculation Date (t), the exposure of the Index to the Underlying Basket determined in accordance with the formula set out in Section 2.12.
Historical Volatility, "HV(t)"	means in respect of a Calculation Date (t), the annualized historical volatility of the Notional Underlying Basket (t) over the past 20 Calculation Dates, determined by the Index Calculation Agent in accordance with the formula specified in Section 2.10.
Index Historical Volatility, "IHV(t)"	means in respect of any Calculation Date (t), the annualized historical volatility of the Index determined since the Index Launch Date, determined by the Index Calculation Agent in accordance with the formula specified in section 2.12.
Index Volatility Maturity Date, "t_M"	means in respect of any Calculation Date (t), the 365 th calendar day following such Calculation Date.
Notional Underlying Basket (t)	means in respect of a Calculation Date (t), the daily rebalanced notional basket hedged in Euro of Basket Components as defined using the Basket Component Weights on such date.
Notional Underlying Basket Level, "NUBL(t_{ref},t)"	means in respect of Calculation Dates (t _{ref}) and (t), the level as of Calculation Date (t) of the Notional Underlying Basket (t _{ref}) determined pursuant to the Index Rules set out in Section 2.11.
Target Volatility, "TV"	6%.
Volatility Adjustment Factor "VAF(t)"	means in respect of any Calculation Date (t), the volatility adjustment factor based on the Index Historical Volatility and determined by the Index Calculation Agent in accordance with the formula specified in Section 2.13.

2.4 Terms and definitions relating to the Basket Components

Basket Component	Any component of the Underlying Basket as provided in Appendix 1.
Basket Component Asset Class	In respect of a Basket Component, the relevant asset class as specified in Appendix 1.
Basket Component Currency	means in respect of a Basket Component, its default currency as provided in Appendix 1.
Basket Component Level	means in respect of a Calculation Date and a Basket Component, the Fund Net Asset Value or the Closing Price or a combination of the Closing Price and the Opening Price, as applicable, of such Basket Component on such date.
Basket Component Level Net TR Euro, "BCLNTR(i,t)"	means in respect of a Calculation Date (t) and a Basket Component (i), the euro version of the Basket Component Level Net TR, pursuant to the Index Rules set out in Section 2.8.

Basket Component Level Net TR, "BCLNTR(i,t)"	means in respect of a Calculation Date (t) and a Basket Component (i), the net total return version of the Basket Component Level, pursuant to the Index Rules set out in Section 2.9.
Basket Component Return Type	means, in respect of a Basket Component, its return type as provided in Appendix 1.
Basket Component Target Weight, "TW(i,tRev)"	means, in respect of a Basket Component (i) and Calculation Date (t), the weight (expressed in percentage) of such Basket Component in the Underlying Basket as effective on the Review Date (tRev) immediately preceding (and including) such Calculation Date(t).
Basket Component Type	means, in respect of a Basket Component, its type as provided in Appendix 1.
Basket Component Weight, "W(i,t)"	means in respect of a Basket Component (i) and Calculation Date (t), the weight (expressed in percentage) of such Basket Component in the Underlying Basket as effective on such Calculation Date (t) and determined pursuant to the formulas set out in section 2.16.
Closing Price, "CP(i,t)"	<p>means, in respect of Calculation Date (t) and Basket Component (i):</p> <ul style="list-style-type: none"> - in respect of an Underlying Index, the official closing level of the Underlying Index published and announced by its sponsor or the latest official closing price available on such date, subject to the existence of an official opening price for such Underlying Index on the same date if a Ticker Open is listed in Appendix 1 for such Underlying Index and effective on such date; - in respect of an ETF, the official closing price of the ETF on the Exchange; <p>or the latest official closing price available on such date.</p>
Commodity Instruments	means an article of trade or commerce such as aluminium, crude oil, cocoa, corn, cotton, copper, milk, emissions allowances, cattle, gas oil, gold, silver, heating oil, coffee, wheat, lean hogs, natural gas, nickel, orange juice, lead, palladium, platinum, sugar, soybean, and more generally any commodity, any index on the aforementioned or any other similar instrument specified in the Index Rules.
Debt Instrument	means a bond (including a structured bond), a note (including a Euro Medium Term Note), and more generally any other debt instrument representing a debt of an issuer, any index on the aforementioned or any other similar instrument specified in the Index Rules.
Equity Instrument	means (i) a Share or (ii) a Fund or (iii) an ETF or (iv) an index on the aforementioned or any other similar instrument specified in the Index Rules.
ETF	means any Basket Component that is an exchange-traded fund, with a Basket Component Type specified as ETF in Appendix 1.

Fund	means any Basket Component that is a mutual fund, with a Basket Component Type specified as Fund in Appendix 1.
Fund Net Asset Value, "FNAV(i,t)"	means, in respect of the Calculation Date (t) and any Fund (i) : <ul style="list-style-type: none">a) the Net Asset Value of the Fund (as defined under Section 4.2) dated as of such date;b) or the latest Net Asset Value if no net asset value is to be dated as of such date and such date is not a Rebalancing Date;c) or the next Net Asset Value immediately available after such date if no net asset value is to be dated as of such date and such date is a Rebalancing Date (in which case the calculation of the Index Level as of such date will be postponed until such next Net Asset Value is available).
Opening Price, "OP(i,t)"	means, in respect of Calculation Date (t) and a Basket Component (i) that is an Underlying Index and that has a Ticker Open listed in the table in Appendix 1 effective as of such date, the official opening level of such Underlying Index as published and announced by its sponsor under such Ticker Open; or the latest official opening price available on such date, subject to the existence of an official closing price for such Underlying Index on the same date.
Replication Costs, "RC(i,t)"	means in respect of a Calculation Date (t) and a Basket Component (i), the running costs associated with replicating the performance of the Underlying Basket or financing the holding of such Basket Component (i) , as effective on the Rebalancing Date preceding (and excluding) Calculation Date (t). The Replication Costs are calculated daily and accrued on a daily basis on the level or price of the Basket Components. The initial Replication Costs are provided in Appendix 1 and may be amended thereafter from time to time by the Index Sponsor in order to reflect prevailing market conditions on such date for the such Basket Component.
Transaction Costs, "TC(i,t)"	means in respect of a Calculation Date (i) and a Basket Component (i), the execution costs as effective on the Rebalancing Date preceding Calculation Date (t) related to the purchase or liquidation of Basket Components pursuant to changes in allocations and rebalancings, that impact the Index Level upon such reallocations and rebalancings. The initial Transaction Costs are provided in Appendix 1 and may be amended thereafter from time to time by the Index Sponsor in order to reflect prevailing market conditions on such date for such Basket Component.
Underlying Index	means any Basket Component with a Basket Component Type specified as Index in Appendix 1.
Unit	means in respect of a Fund, a share or unit of such Fund.

2.5 Terms and definitions relating to the Market Data

Basket Component Rate, "BCRATE(i,t)"	means in respect of a Calculation Date (t) and a Basket Component (i), the LIBOR 1-Week rate denominated in the Basket Component Currency displayed on BBG page JY0001W <Index> and US0001W dated as of such date or the latest rate available if no LIBOR 1-Week rate is to be dated as of such date.
EURIBOR Rate, "ER(t)"	means in respect of Calculation Date (t), the EURIBOR 3-Month rate displayed on BBG page EUR003M <Index> dated as of such date or the latest rate available if no EURIBOR 3-Month rate is to be dated as of such date.
Forex, "FX(i,t)"	means in respect of a Basket Component (i) and a Calculation Date (t), the foreign spot exchange rate to convert in the Index Currency one unit of the Basket Component Currency obtained using the ECB Euro Exchange Reference Rate displayed on the relevant Reuters page on such Calculation Date, or any successor service or page for the purpose of displaying such foreign spot exchange rate, as determined by the Index Calculation Agent after instruction from the Index Sponsor, or the latest ECB Euro Exchange Reference Rate if no such rate is published as of such date.
Market Data	means a rate (including an interest rate, a foreign exchange rate or a swap rate), a spread, or any other data specified in the Index Rules (including any rate specified in this section 2.3 and) or an index on the aforementioned or any other similar instrument specified in the Index Rules.
Underlying Basket Rate, "UBRATE(t)"	means in respect of Calculation Date (t), the EURIBOR 1-Week rate displayed on BBG page EUR001W <Index> dated as of such date or the latest rate available if no EURIBOR 1-Week rate is to be dated as of such date.

2.6 Determination of the Index Level "IL(t)"

The Index Level is in respect of Calculation Date (t), calculated by the Index Calculation Agent at the Valuation Time, subject to the occurrence or existence of an Index Disruption Event or an Index Extraordinary Event, according to the following formula:

$$IL(t) = IL(t-1) \times [1 + E(t-1) \times (UBL(t) / UBL(t-1) - 1) + (1 - E(t-1)) \times ER(t-1) \times ACT(t-1, t) / 360] \times (1 - IAF \times ACT(t-1, t) / 360) - TC(t-1)$$

Where

$IL(t_0) = 1000$ (where "t₀" means the Index Launch Date).

2.7 Determination of the Underlying Basket Level "UBL(t)"

For any $t \neq t_0$:

$$UBL(t) = \left[1 + \sum_{i=1}^{11} W(i, t-1) \times \left(\frac{BCLNTRE(i, t)}{BCLNTRE(i, t_R)} - 1 \right) \right] \times UBL(t_R)$$

Where,

"t_R" means the previous Rebalancing Date ($t > t_R$)

UBL(t₀) = 100 (where "t₀" means the Index Launch Date).

2.8 Determination of the Basket Component Level Net TR Euro, "BCLNTRE(i,t)"

For any Calculation Date (t) and any Basket Component (i), the Basket Component Level Net TR Euro is determined as follows:

(i) if the Basket Component Currency is the same as the Index Currency:

$$BCLNTRE(i,t) = BCLNTR(i,t)$$

(ii) if the Basket Component Currency is different from the Index Currency:

$$BCLNTRE(i,t) = BCLNTRE(i,t-1) \times [1 + (BCLNTR(i,t) / BCLNTR(i,t-1) - 1 - BCRATE(i,t-1) \times ACT(t-1,t) / 360) \times FX(i,t) / FX(i,t-1) + UBRATE(t-1) \times ACT(t-1,t) / 360]$$

2.9 Determination of the Basket Component Level Net TR, "BCLNTR(i,t)"

For any Calculation Date (t) and any Basket Component (i), the Basket Component Level Net TR is determined as follows:

(i) if the Basket Component Return Type is TR:

a) if the Basket Component Type is a Fund

$$BCLNTR(i,t) = BCLNTR(i,t-1) \times (FNAV(i,t) / FNAV(i,t-1) - RC(i,t) \times ACT(t-1,t) / 360)$$

b) if the Basket Component is an Underlying Index or an ETF

$$BCLNTR(i,t) = BCLNTR(i,t-1) \times ([CP(i,t) + OP(i,t) \times IND(t)] / [1 + IND(t)] - [CP(i,t-1) + OP(i,t-1) \times IND(t-1)] / [1 + IND(t-1)] - RC(i,t) \times ACT(t-1,t) / 360)$$

Where

IND(t) = 1 if the Basket Component has a Ticker Open listed in the table of the Appendix 1 effective as of Calculation Date (t)

IND(t) = 0 otherwise

(ii) if the Basket Component Return Type is PR:

The Index Calculation Agent calculates daily total return series using net cash dividends reinvested (including special cash dividends or any other cash distributions). Net reinvested return reflects the return to an investor where dividends are reinvested after the deduction of a withholding tax. The tax rate applied is the rate to non-resident institutions that do not benefit from double taxation treaties. The net reinvested return series approximate the returns available to an investor based in Luxembourg and reflect the minimum possible dividend reinvestment as the highest tax rates are theoretically applied to Luxembourg-based investors. The rates applied are the current effective rates and are sourced from Ernst & Young's Worldwide Corporate Tax Guide and the Economic Intelligence Unit. These rates are maintained and updated to reflect any on-going changes. The rates are available from the Index Calculation Agent website at the following address: <http://us.spindices.com/documents/additional-material/withholding-tax-index-values.pdf>

a) if the Basket Component Type is a Fund

$$BCLNTR(i,t) = BCLNTR(i,t-1) \times [(FNAV(i,t) + Div(i,t)) / FNAV(i,t-1) - RC(i,t) \times ACT(t-1,t) / 360]$$

b) if the Basket Component is an Underlying Index or an ETF

$$BCLNTR(i,t) = BCLNTR(i,t-1) \times [(CP(i,t) + Div(i,t)) / CP(i,t-1) - RC(i,t) \times ACT(t-1,t) / 360]$$

Where,

"Div(i,t)" means the aggregate net cash dividend after the deduction of withholding tax if any, (including special cash dividend or any other cash distribution) attached to the Basket Component (i) or its components and for which Calculation Date (t) is the ex-dividend date; such dividend is reinvested on the basis of the Basket Component Level on Calculation Date (t-1).

If an ex-dividend date occurs on a date that is not a Calculation Date, such ex-dividend date is deemed to occur on the first Calculation Date immediately following such date.

2.10 Determination of the Historical Volatility "HV(t)"

The Historical Volatility of the Notional Underlying Basket is, in respect of Calculation Date (t), determined by the Index Calculation Agent in accordance with the following formula:

$$HV(t) = \sqrt{\frac{1}{20} \times \sum_{k=0}^{19} \left(\sqrt{\frac{365}{ACT(t-k-3, t-k)}} \times \ln \left(\frac{NUBL(t, t-k)}{NUBL(t, t-k-3)} \right) \right)^2}$$

Where,

"ln" means the logarithm to the base e.

2.11 Determination of the Notional Underlying Basket Level "NUBL(t,t-k)"

In respect of a Calculation Date (t) and the Notional Underlying Basket (t) defined on such date according to the Basket Component Weights as of such date, the Notional Underlying Basket Level as of any Calculation Date (t-k) preceding such Calculation Date (t), is determined by the Index Calculation Agent in accordance with the following formula:

For any k>0:

$$NUBL(t, t-k) = \left[1 + \sum_{i=1}^{11} W(i, t+2) \times \left(\frac{BCLNTRE(i, t-k)}{BCLNTRE(i, t-k-1)} - 1 \right) \right] \times NUBL(t, t-k-1)$$

Where,

$$NUBL(t, t) = 100.$$

2.12 Determination of the Index Historical Volatility "IHV(t)"

The Index Historical Volatility is, in respect of Calculation Date (t), determined by the Index Calculation Agent in accordance with the following formula:

$$IHV(t) = \sqrt{\frac{1}{N(t_0, t) - 2} \times \sum_{k=0}^{N(t_0, t) - 3} \left(\sqrt{\frac{365}{ACT(t-k-3, t-k)}} \times \ln \left(\frac{IL(t-k)}{IL(t-k-3)} \right) \right)^2}$$

Where,

"ln" means the logarithm to the base e.

2.13 Determination of the Volatility Adjustment Factor "VAF(t)"

The Volatility Adjustment Factor is, in respect of Calculation Date (t), determined by the Index Calculation Agent in accordance with the following formula:

a) For any Calculation Date ($t > t_0 + 2$),:

$$VAF(t) = \text{Min}(1.2; \text{Max}(0.8; \text{SQRT}[\text{Max}((1 / \text{ACT}(t, t_M)) \times [\text{ACT}(t_0, t_M) - \text{ACT}(t_0, t) \times (\text{IHV}(t)/\text{TV})^2], 0)]))$$

Where,

"SQRT" means the square root operator;

"TV" means the Target Volatility;

"IHV(t)" means in respect of Calculation Date (t) the Index Historical Volatility.

b) For any Calculation Date on or before the Index Launch Date ($t \leq t_0 + 2$):

$$VAF(t) = 1$$

2.14 Determination of the Exposure "E(t)"

The Exposure is, in respect of Calculation Date (t), determined as follows:

$$E(t) = \text{Min}(\text{TV} / \text{HV}(t-2) \times VAF(t-2), 150\%)$$

Where,

"TV" means the Target Volatility;

"HV(t)" means in respect of Calculation Date (t), the Historical Volatility on such date; and

"VAF(t)" means in respect of Calculation Date (t), the Volatility Adjustment Factor on such date.

2.15 Determination of the Aggregate Transaction Cost, "TC(t)"

The Aggregate Transaction Cost in respect of a Calculation Date (t) is determined as follows:

$$TC(t) = \sum_{i=1}^{11} \left[TC(i, t_{R+}) \times \text{ABS} \left(E(t) \times IL(t) \times W(i, t_{R+}) \times \frac{BCLNTRE(i, t)}{BCLNTRE(i, t_{R+})} \times \frac{UBL(t_{R+})}{UBL(t)} - E(t-1) \times IL(t-1) \times W(i, t_{R-}) \times \frac{BCLNTRE(i, t)}{BCLNTRE(i, t_{R-})} \times \frac{UBL(t_{R-})}{UBL(t-1)} \times Z(i, t) \right) \right]$$

For any Calculation Date (t) and any Index Component (i):

Where,

$Z(i, t) = 1$ if the Basket Component Currency is the same as the Index Currency

$Z(i, t) = \text{FX}(i, t) / \text{FX}(i, t-1)$ if the Basket Component Currency is not the same as the Index Currency

" t_{R+} " means the Rebalancing Date preceding and including t ($t \geq t_R$);

" t_{R-} " means the Rebalancing Date preceding and excluding t ($t > t_R$);

$TC(t_0 + 1) = 0$;

" $t_0 + 1$ " means the Calculation Date immediately following the Index Launch Date.

2.16 Determination of the Basket Component Weight "W(i,t)":

For any Calculation Date (t) and any Basket Component (i), the Basket Component Weight is determined as follows:

For any Calculation Date (t) that falls strictly before March 24th 2015:

If t is a Rebalancing Date:

$$W(i,t) = TW(i,tRev)$$

Otherwise

$$W(i,t) = W(i,t-1)$$

For any Calculation Date (t) that falls on or after March 24th 2015:

If t is a Rebalancing Date:

$$W(i,t) = W(i,t-1) + (TW(i,tRev) - W(i,tRev)) / 5$$

Otherwise

$$W(i,t) = W(i,t-1)$$

Where,

"tRev" means the Review Date immediately preceding Calculation Date t

2.17 Rounding Rules

The rounding policy is defined as follows:

- Exposure : 2 decimal places in percentage terms;
- Historical Volatility, Index Historical Volatility : 2 decimal places in percentage terms;
- Index Level, Underlying Basket Level : 4 decimal places.

3. REVIEW OF THE BASKET COMPONENTS TARGET WEIGHTS

3.1 Weights Optimization

3.1.1 General Principle

The optimization process (ERC approach) employed draws on the principles of the Modern Portfolio Theory set out by Markowitz, Lintner and Sharpe in 1950s and 1960s. However, even though it can be analysed in the mean-variance framework, the ERC approach is more derived from the techniques of risk-budgeting. The objective the ERC portfolio (**ERC Portfolio**) is to find a risk-balanced allocation such that the risk contribution of each asset in the portfolio is equal. As a consequence, unlike the traditional mean-variance portfolio, the ERC Portfolio does not require an assumption about the expected returns of each asset and thus the only inputs needed to build an ERC Portfolio is the covariance matrix (the **Covariance Matrix**) of the ERC Portfolio's components.

3.1.2 Determination of the Marginal Risk Contributions

The Marginal Risk Contribution (**MRC**) corresponds to the change in the volatility of the Index induced by a small increase in the weight of each Basket Component. It is calculated by the following formula:

$$\partial_{x_i} \sigma(I) = \frac{\partial \sigma(I)}{\partial x_i}$$

Where,

$\partial_{x_i} \sigma(I)$ means the MRC of Basket Component i to the volatility of the Index

$\sigma(I)$ means the volatility of the Index

\mathcal{X}_i means the weight considered for Basket Component i

3.1.3 Determination of the Covariance Matrix

The Covariance Matrix is computed by the Index Advisor on the Review Date using 3-day returns for each Basket Component over the last 262 trading days according to the following formula:

$$\Sigma(i, j) = \frac{1}{n} \sum_{k=1}^n (r_{i,k} - \bar{r}_i)(r_{j,k} - \bar{r}_j)$$

Where:

n means the number of 3-day returns considered for the calculation of the Covariance Matrix

$r_{i,k}$ means the kth 3-day return of Basket Component i

\bar{r}_i means the average of the n 3-day returns of Basket Component i considered for the calculation of the Covariance Matrix

For the purpose of the aforementioned, the calculation of the returns "over the last 262 trading days" shall be interpreted as the returns calculated using daily adjusted prices from the first Scheduled Calculation Date following the day that is 262 Scheduled Calculation Dates before the Review Date (included) up to the Review Date.

3.1.4 Determination of the ERC Portfolio weights

The ERC Portfolio weights are determined by the Index Advisor on the Review Date under the following constraints:

- the MRC of each portfolio constituent must be equal
- the weighting of each portfolio constituent shall be strictly positive
- the sum of the weightings of the portfolio constituents must be equal to 1

The solution of this problem is endogenous as the weights that satisfy the equal MRC objective require the calculation of the portfolio risk which is itself a function of the weights of each portfolio component. The solution can then be found using a sequential quadratic programming algorithm that seeks to minimize the following utility function:

$$f(x) = \sum_{i=1}^n \sum_{j=1}^n (x_i (\Sigma x)_i - x_j (\Sigma x)_j)^2$$

3.2 Underlying Basket Composition

The weights resulting from optimization process described in 3.1 above define the ERC Portfolio.

The final allocation used on the relevant Review Date to constitute the Underlying Basket will be determined according to a further optimization on weights based on a trend following analysis, whereby the past best (resp. worst) performing constituents tend to be overweighted (resp. underweighted) under the following constraints :

- the weighting of each Basket Component must be strictly positive
- the sum of the weightings of the Basket Components must be equal to 1
- the weighting of each Basket Component must not exceed the Maximum Target Weight (as defined in Appendix 1) applicable to it as per its Basket Component Asset Class
- the tracking error of the resulting allocation vs the ERC Portfolio shall remain close to or below 3%

The composition of the Underlying Basket shall be implemented on the close of the subsequent Rebalancing Dates, effective on the immediately following Scheduled Calculation Dates.

4. INDEX DISRUPTION EVENTS

4.1 Index Disruption Remedies

If an Index Disruption Event occurs on a Scheduled Calculation Date (a "**Disrupted Day**"), then the Index Calculation Agent, after instruction from the Index Sponsor, shall not calculate the Index Level on such Disrupted Day. The next Calculation Date shall be the first succeeding Scheduled Calculation Date that is not a Disrupted Day for any Index Component as determined by the Index Calculation Agent, after instruction from the Index Sponsor, unless each of the five Scheduled Calculation Dates immediately following the initial Disrupted Day is also a Disrupted Day for any Index Component, in which case:

- (i) the fifth Scheduled Calculation Date following the initial Disrupted Day, and each Scheduled Calculation Date that is a Disrupted Day thereafter, shall be deemed to be a Calculation Date (each, a "**Disrupted Calculation Date**"), notwithstanding the existence of an Index Disruption Event on such date and only for the purpose of determining an estimate of the Index Level; and
- (ii) on that fifth Scheduled Calculation Date and on each Disrupted Calculation Date thereafter, the Index Calculation Agent shall calculate the Index Level based on the following levels or prices:
 - (a) if the Index Disruption Event is a Basket Component Disruption Event in relation to one or some of the Basket Component(s) only (such Basket Component(s) the "**Affected Basket Component(s)**"):
 - (x) the level or price of the Affected Basket Component(s) using (α) the level or price of such Affected Basket Component(s) last in effect prior to the occurrence of the relevant Basket Component Disruption Event and (β) relevant market indicators on the relevant date(s) of determination, in each case as determined in good faith, after instruction from the Index Sponsor; and
 - (y) the level of each of the Market Data as described in the definition of such Market Data on the relevant date(s) of determination as if no Index Disruption Event existed;
 - (b) if the Index Disruption Event is a Market Data Disruption Event in relation to one or some of the Market Data only (such Market Data the "**Affected Market Data**"):
 - (x) the level or price of each Basket Component as described in the definition of such Basket Component(s), on the relevant date(s) of determination as if no Index Disruption Event existed; and
 - (y) the level of the Affected Market Data determined in good faith, after instruction from the Index Sponsor, using relevant market indicators on the relevant date(s) of determination; or
 - (c) If the Index Disruption Event is a Basket Component Disruption Event in relation to one or some of the Basket Component(s) (the "**Affected Basket Component(s)**") and a Market Data Disruption Event in relation to one or some of the Market Data (such Market Data the "**Affected Market Data**"):
 - (x) the level or price of the Affected Basket Component(s) using (α) the level or price of such Affected Basket Component last in effect prior to the occurrence of the relevant Basket Component Disruption Event and (β) relevant market indicators on the relevant date(s) of determination, in each case determined in good faith, after instruction from the Index Sponsor; and
 - (y) the level of the Affected Market Data determined in good faith, after instruction from the Index Sponsor, using relevant market indicators on the relevant date(s) of determination.

Notwithstanding this Section 4.1, on any day from the first Disrupted Calculation Date but no later than the twentieth Scheduled Calculation Date following the initial Disrupted Day, if an Index Disruption Event has been continuing on each such days, the Index Sponsor shall convene the Index Scientific Committee, which will decide to (each an **"Index Disruption Remedy"**):

- (i) adjust any relevant terms of the Index Rules in a manner that preserves the economic characteristics of the Index; or
- (ii) continue the determination of the Index Level pursuant to section 4.1(ii) for another maximum period of twenty Scheduled Calculation Dates (a **"Disruption Period Extension"**), provided that after such period, the Index Scientific Committee shall decide again between the Index Disruption Remedies, including a renewal of the Disruption Period Extension, subject to a maximum of three such extensions, including the first one; or
- (iii) permanently cancel the Index if neither of the Index Disruption Remedies (i) and (ii) above constitute suitable remedies for such Index Disruption Event, as determined by the Index Scientific Committee.

For the purposes of this Section 4.1:

"Index Disruption Event" means (i) in respect of any Index Component that is a Basket Component, the occurrence or existence of a Basket Component Disruption Event or, (ii) in respect of an Index Component that is Market Data, a Market Data Disruption Event, which in any case the Index Calculation Agent, after instruction from the Index Sponsor, determines is material.

"Basket Component Disruption Event" means, an Equity Disruption Event, a Commodity Disruption Event or a Debt Disruption Event, as defined herein below.

4.2 Equity Disruption Event

"Equity Disruption Event" means, in respect of a Basket Component that is an Equity Instrument, (i) the occurrence or existence of a Share Disruption Event if such Equity Instrument is a Share, an ETF or an Underlying Index on the aforementioned, or (ii) the occurrence or existence a Fund Disruption Event if such Equity Instrument is a Fund or an Underlying Index on Funds or any similar instrument specified in the Index Rules.

Where,

"Share Disruption Event" means: (a) a Trading Disruption; (b) an Exchange Disruption which, in either case, the Index Calculation Agent, after instruction from the Index Sponsor, determines is material or (c) an Early Closure

For the purpose hereof:

- (a) **"Trading Disruption"** means, in respect of a Share, an ETF or an Underlying Index, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) relating to such Shares, Shares of such ETFs or any securities or instrument underlying such Underlying Index on the relevant Exchange(s), or (b) relating to futures or options contracts on any relevant Related Exchange relating to (i) such Shares, Shares of such ETFs, such Underlying Index or any securities or instrument underlying such Underlying Index;
- (b) **"Exchange Disruption"** means, in respect of a Share, an ETF or an Underlying Index, any event (other than an Early Closure) that disrupts or impairs the ability of market participants in general to effect transactions in, or obtain market values for (a) such Shares or Shares of such ETFs or any securities or instrument underlying such Underlying Index on the relevant Exchange(s) or (b) futures or options contracts on any relevant Related Exchange, relating to (i) such Shares, Shares

of such ETF, such Underlying Index or any securities or instrument underlying such Underlying Index;

(c) **"Early Closure"** means, in respect of a Share, an ETF or an Underlying Index, the closure on any Exchange Business Day of:

(α) any relevant Exchange(s) relating to such Shares, Shares of such ETFs or any securities or instrument underlying such Underlying Index or;

(β) any Related Exchange for futures or options contracts relating to Shares, Shares of such ETFs, such Underlying Index or any securities or instrument underlying such Underlying Index,

prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (x) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (y) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

For the purpose hereof:

"Exchange(s)" means, in respect of an Equity Instrument or a Commodity Instrument, each exchange or quotation system (if applicable) on which such instrument (or the securities or instruments underlying such instrument in the case of an Underlying Index) trade, any successor exchange or quotation system or any substitute exchange or quotation system to which such has relocated.

"Exchange Business Day" means:

- in respect of a Share (or, in the case of a basket of Shares, in respect of any Share comprising the basket and observed separately) any Scheduled Trading Day on which each relevant Exchange and Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time;

- in respect of an Underlying Index (or, in the case of a basket of Underlying Indices, each Underlying Index comprising the basket and observed separately), any Scheduled Trading Day on which each relevant Exchange and Related Exchange of such Underlying Index are open for trading during their respective regular trading session, notwithstanding any such Related Exchange closing prior to its Scheduled Closing Time and the index sponsor publishes the closing level of such Underlying Index.

"Related Exchange(s)" means, in respect of an Equity Instrument or Commodity Instrument, each exchange or quotation system where trading has a material effect on the overall market for futures and options contracts relating to such instrument (or the securities or instruments underlying such instrument in the case of an Underlying Index), any successor exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such instrument (or the securities or instruments underlying such instrument in the case of an Underlying Index), has temporarily relocated.

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

And where,

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

For the purpose hereof:

(a) **"Calculation and/or Publication Disruption"** means, in respect of a Fund and a Fund Valuation Day, the occurrence of an event, beyond the control of a Hypothetical Replicating Party (including in

case of any gate, deferral, suspension or other provisions in the Fund Documents permitting the Fund to delay or refuse subscription and/or redemption orders) which precludes the calculation and/or publication of the Net Asset Value of the Fund by the Fund (or the Fund Service Provider generally in charge of calculating such official Net Asset Value).

- (b) **"Fund Settlement Disruption"** means, in respect of a Fund and a Fund Valuation Day, a failure by the Fund to pay in cash the full amount of the redemption proceeds on the date by which the Fund was scheduled to have paid such amount and which, in the determination of the Index Calculation Agent, after instruction from the Index Sponsor, makes it impossible or impracticable to determine the Net Asset Value of such Fund as of such date, including without limitation due to (a) the transfer of all illiquid assets of such Fund to a dedicated fund, account or structure pending the liquidation of such assets for the benefit of existing holders of the Fund Units (side pocket), (b) the restriction on the amount or number of redemptions orders that the Fund (or the Fund Service Provider generally in charge of accepting redemption orders) will accept in relation to a single date on which the Fund normally accepts redemption orders (a gate), (c) the suspension for any reason of the subscription or redemption orders by the Fund (or the Fund Service Provider generally in charge of accepting subscription and redemption orders), or (d) the postponement of the payment of the balance of redemption proceeds to a date occurring after the financial statements of the Fund have been reviewed by the Fund's statutory auditors (holdback), in each case whether these events are imposed by the Fund without being envisaged in the Fund Documents on the Index Launch Date or are already envisaged by the Fund Documents on the Index Launch Date and are solely implemented by the Fund after such date.
- (c) **"NAV Determination Disruption Event"** means, in respect of a Fund and a Fund Valuation Day, the occurrence of any event, beyond the control of a Hypothetical Replicating Party, other than the events mentioned in "Calculation and/or Publication Disruption" or "Fund Settlement Disruption" above affecting such Fund which, in the determination of the Index Calculation Agent, after instruction from the Index Sponsor, makes it impossible or impracticable to determine the Net Asset Value of such Fund as of such date.

For the purpose hereof:

"Fund Documents" means, in respect of any Fund, the constitutive and governing documents, subscription agreements and other agreements of the Fund specifying the terms and conditions relating to such Fund.

"Fund Valuation Day" means, in respect of each Fund observed separately, any date as defined in the Fund documents in respect of which the official net asset value of such Fund is dated as of such date in accordance with its Fund documents.

"Fund Service Provider" means, in respect of a Fund, any person who is appointed to provide services, directly or indirectly, for that Fund, whether or not specified in the Fund Documents, including any fund investment adviser, fund administrator, manager, any person appointed in the role of discretionary investment manager or non-discretionary investment adviser (including a non-discretionary investment adviser to a discretionary manager or another non-discretionary investment adviser) for such Fund (the **"Fund Adviser"**), trustee or similar person with the primary administrative responsibilities for such Fund, operator, management company, depository, custodian, sub-custodian, prime broker, registrar and transfer agent, domiciliary agent.

"Hypothetical Replicating Party" means, any party investing in the Fund or ETF of the Underlying Basket for the purpose of hedging products linked to the performance of the Index, including Société Générale and any of its affiliates.

"Net Asset Value" in respect of a Fund and a Fund Valuation Day (t) , the amount or amounts per unit of such Fund including (for subscription orders) or net (for redemption orders) of all applicable costs, taxes and fees (if any) that would be paid (for subscription orders) or received (for redemption orders) in

cash in one or more times by a Hypothetical Replicating Party pursuant to a Valid Order for the subscription or redemption (as applicable) of units of the Fund scheduled to be executed on the official net asset value per unit determined by the Fund (or the fund service provider that generally determines such value) dated as of such Fund Valuation Day.

"Valid Order" means, a valid and timely subscription or redemption order sent to the Fund or ETF or the fund service provider that generally accepts such order, in accordance with the subscription or redemption notice period and the relevant cut off time as set forth in the Fund Documents or ETF Documents.

4.3 Commodity Disruption Event

"Commodity Disruption Event" means, with respect to a Basket Component that is a Commodity Instrument and a Scheduled Calculation Date, any event that, in the reasonable opinion of the Index Calculation Agent, after instruction from the Index Sponsor, disrupts or impairs the determination of the level or price of such Commodity Instrument for such date, and includes, without limitation:

- (i) the failure by the relevant price source to make public the relevant price for such Scheduled Calculation Date, or the temporary or permanent discontinuance or unavailability of the price source;
- (ii) the material suspension of trading or the material limitation imposed on trading (whether by reason of movements in price reaching the limits established by the relevant Exchange within which the price of the relevant futures contract may fluctuate or otherwise) in such Commodity Instrument (or any securities or instrument underlying such Commodity Instrument in the case of an Underlying Index) on the relevant Exchange.

For the purposes of this Section 4.3, **Exchange** has the same meaning as the meaning ascribed to such term under Section 4.2

4.4 Debt Disruption Event

"Debt Disruption Event" means, with respect to a Basket Component that is a Debt Instrument, the occurrence of any of the following events:

- (i) the non-publication of the opening levels (when relevant), the closing levels or market value of the relevant Debt Instrument;
- (ii) the suspension or limitation imposed on trading on the over-the-counter, organized or regulated market(s) on which the relevant Debt Instrument (or any securities or instrument underlying such Debt Instrument in the case of an Underlying Index) is traded;
- (iii) any event that disrupts or impairs the ability of market participants in general to effect transactions in, or obtain market values for, the Debt Instrument (or any securities or instrument underlying such Debt Instrument in the case of an Underlying Index) on the over-the-counter, organized or regulated market(s) on which the relevant Debt Instrument (or any securities or instrument underlying such Debt Instrument in the case of an Underlying Index) is traded;
- (iv) the unforeseen early closure of the organized or regulated market(s) on which the relevant Debt Instrument (or any securities or instrument underlying such Debt Instrument in the case of an Underlying Index) is traded; or
- (v) the redemption, cancellation or permanent discontinuance of the relevant Debt Instrument.

4.5 Market Data Disruption Event

"Market Data Disruption Event" means, the non-publication of the level of any Market Data used by the Index Calculation Agent for the purposes of calculating the Index.

5. INDEX EXTRAORDINARY EVENT

5.1 Extraordinary Event Remedies

If an Index Extraordinary Event or an Additional Extraordinary Event occurs on a Scheduled Calculation Date (an "**Extraordinary Event Day**"), then the Index Calculation Agent, after instruction from the Index Sponsor, may suspend the calculation of the Index Level on such Extraordinary Event Day, in which case the next Calculation Date shall be the first succeeding Scheduled Calculation Date on which the Index Extraordinary Event or Additional Extraordinary Event has been remedied as follows; provided that no later than the twentieth Scheduled Calculation Date following the initial Extraordinary Event Day, the Index Sponsor shall convene the Index Scientific Committee to decide to (each, an "**Extraordinary Event Remedy**"):

- (a) adjust any relevant terms of the Index Rules (including, without limitation, a reduction of the weight of or a full removal of the relevant Index Component) in a manner that preserves the economic characteristics of the Index; or
- (b) replace the relevant Index Component with a new component of similar characteristics; or
- (c) permanently cancel the Index if neither of the Extraordinary Event Remedies provided in sections (i) and (ii) above constitute suitable remedies for such Index Extraordinary Event, as determined by the Index Scientific Committee.

For the purposes of this Section:

"Index Extraordinary Event" means, a Fund Extraordinary Event, an ETF Extraordinary Event, an Underlying Index Extraordinary Event or a Market Data Extraordinary Event, as defined herein below.

5.2 Fund Extraordinary Event:

"Fund Extraordinary Event" means, in respect of a Fund, the occurrence or likely occurrence of any of the following events:

A. **"Change in Law"** means that (a) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Index Calculation Agent determines in good faith, after instruction from the Index Sponsor, that (A) it has become illegal for a Hypothetical Replicating Party to hold, acquire or dispose of the hypothetical hedge positions (including the relevant Fund Units) or it has become illegal to maintain the agreement entered into by Société Générale and/or one of its affiliates with the Fund or a Fund Service Provider mentioned in "Breach or Termination of Agreement" in (B) below, or (y) Société Générale and/or one of its affiliates will incur a materially increased cost in performing its obligations (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position);

B. **"Breach or Termination of Agreement"** means, any failure by the Fund or a Fund Service Provider, as the case may be, to comply with or perform any agreement entered into by the Fund or a Fund Service Provider with Société Générale and/or one of its affiliates, defining the terms and conditions at which Société Générale and/or one of its affiliates may make subscriptions and/or redemptions in the Fund Units (as the case may be, different from the subscriptions and redemptions terms then prevailing pursuant to the Fund Documents), including as the case may be the rebates of management fees to be paid to Société Générale and/or one of its affiliates, the termination of such agreement by the Fund or a Fund Service Provider for reasons beyond the control of Société Générale and/or one of its affiliates or the failing or ceasing of such agreement to be in full force and effect or the Fund or the Fund Service Provider disaffirms, disclaims, repudiates or rejects in whole or in part or challenges the validity of such agreement;

C. **"Closure of the Fund"** means, liquidation, winding up or dissolution of the Fund for any reason other than those mentioned in (F) or (K) below;

D. **"Fund Adviser Event"** means, that the Index Calculation Agent, after instruction from the Index Sponsor, determines that over a period of twelve months, the total value of the assets managed by the Fund Adviser (including the Fund) has decreased by 50 per cent (either due to redemptions or decrease in value of such assets);

E. **"Fund Hedging Disruption"** means, that a Hypothetical Replicating Party is unable or it is impractical for a Hypothetical Replicating Party, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any hypothetical hedge positions or (b) realize, recover or remit the proceeds of any such hypothetical hedge positions, without limitation, where such inability or impracticability has arisen by reason of (i) the transfer of all illiquid assets of the Fund being all or part of the Hedge Positions to a dedicated fund, account or structure pending the liquidation of such assets for the benefit of existing holders of the Fund Units (side pocket), (ii) the restriction on the amount or number of redemptions or subscriptions that the Fund (or the Fund Service Provider generally in charge of accepting the redemption or subscriptions orders) will accept in relation to a single date on which the Fund normally accepts redemption orders (a gate), (iii) the suspension for any reason of the subscription or redemption orders by the Fund (or the Fund Service Provider generally in charge of accepting the subscription and redemption orders), or (iv) the postponement of the payment of the balance of redemption proceeds to a date occurring after the financial statements of the Fund have been reviewed by the Fund's statutory auditors (holdback), or increase in charges or fees imposed by the relevant Fund or (v) any mandatory redemption, in whole or in part, of such Fund Unit imposed by the relevant Fund, in each case whether these events are imposed by the Fund without being envisaged in the Fund Documents on the Index Launch Date or are already envisaged by the Fund Documents on the Index Launch Date and are solely implemented by the Fund after such date;

F. **"Fund Insolvency Event"** means, in respect of any Fund Unit, that the related Fund (a) is dissolved or has a resolution passed for its dissolution, winding-up, official liquidation (other than pursuant to a consolidation, amalgamation or merger); (b) makes a general assignment or arrangement with or for the benefit of its creditors, (c) (i) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organization or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (ii) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in clause (i) above and either (x) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (y) is not dismissed, discharged, stayed or restrained in each case within fifteen days of the institution or presentation thereof; (d) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (e) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within fifteen days thereafter; or (f) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (a) through (e) above;

G. **"Fund Modification"** means, any change or modification of the related Fund Documents prevailing on the Index Launch Date, that could reasonably be expected to affect the value of such

Fund Unit or the rights or remedies of any holders thereof (including but not limited to an open-ended fund that becomes a closed-end fund), as determined by the Index Calculation Agent, after instruction from the Index Sponsor;

H. **"Fund Service Provider Event"** means: (a) a change, resignation, termination or replacement of any Fund Service Provider, (b) a change of control or indirect control of any Fund Service Provider, (c) any of the Fund Service Provider is subject to a Fund Service Provider Insolvency Event, where **"Fund Service Provider Insolvency Event"** has the same meaning as Fund Insolvency Event described in (F) above, except that Fund is replaced by Fund Service Provider or (d) in the reasonable opinion of the Index Calculation Agent, after instruction from the Index Sponsor, any of the Fund Service Providers is no longer deemed able to carry out its business with the standard of care which was prevailing on the Index Launch Date or the resignation, termination, replacement, or death of any person deemed to be key in the management of the Fund has occurred;

I. **"Holding Ratio"** means, the reduction of the Fund's aggregate Net Asset Value under an amount that, in the reasonable opinion of the Index Calculation Agent, after instruction from the Index Sponsor, has, or is likely to have, a significant effect on the management conditions of the Fund and/or its operating expenses or would increase the proportion of Fund Units held, or likely to be held, by a Hypothetical Replicating Party, or any funds managed by Société Générale and/or one of its affiliates, to such extent that the full redemption in one single Valid Order of the Fund Units held by a Hypothetical Replicating Party or funds managed by the same, is likely to be impaired;

J. **"Increased Cost of Hedging"** means, that a Hypothetical Replicating Party would incur a materially increased (as compared with circumstances existing on Index Launch Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any hypothetical hedge positions or (b) realize, recover or remit the proceeds of any such hypothetical hedge positions, provided that, assuming the Hypothetical Replicating Party is Société Générale, any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Société Générale or any of its affiliates shall not be deemed an Increased Cost of Hedging;

K. **"Insolvency"** means, that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting a Fund, (a) all the Fund Units of that Fund are required to be transferred to a trustee, liquidator or other similar official or (b) holders of the Fund Units of that Fund become legally prohibited from transferring or redeeming them;

L. **"Liquidity Modification"** means, that the Fund modifies the terms and conditions at which subscription and/or redemption orders can be submitted or are settled by the Fund as provided in the Fund Documents as of the Index Launch Date or implements a modification of the conditions at which subscription and/or redemption orders can be submitted or are settled by the Fund regardless as to whether the principle of such modification was already envisaged in the Fund Documents as of the Index Launch Date;

M. **"Merger Event"** means, the conversion of the Fund Unit into another class of fund units or securities, or the split of the Fund, its consolidation or its merger with, or its sale or its conveyance of all or substantially all its assets to, a third party;

N. **"Nationalization"** means, that all the Fund Units or all or substantially all the assets of a Fund are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof;

O. **"Regulatory Action"** means, with respect to any Fund Unit, (a) cancellation, suspension or revocation of the registration or approval of such Fund Unit or the related Fund by any

governmental, legal or regulatory entity with authority over such Fund Unit or Fund, (b) any change in the legal, tax, accounting, or regulatory treatments of the relevant Fund or its Fund Service Provider that is reasonably likely to have an adverse impact on the value of such Fund Unit or on any investor therein (as determined by the Index Calculation Agent, after instruction from the Index Sponsor), or (c) the related Fund or any of its Fund Service Provider becoming subject to any investigation, proceeding or litigation by any relevant governmental, legal or regulatory authority involving the alleged violation of applicable law for any activities relating to or resulting from the operation of such Fund or Fund Service Provider;

P. **"Reporting Disruption"** means, in respect of any Fund Unit, any failure of the related Fund to deliver, or cause to be delivered, (a) information that such Fund has agreed to deliver, or cause to be delivered to a Hypothetical Replicating Party or (b) information that has been previously delivered to a Hypothetical Replicating Party in accordance with such Fund, or its authorized representative's, normal practice and that the Index Calculation Agent, after instruction from the Index Sponsor, deems necessary to monitor such Fund's compliance with any investment guidelines, asset allocation methodologies or any other similar policies relating to such Fund Units;

Q. **"Strategy Breach"** means: (a) any breach or violation of any strategy or investment guidelines stated in the related Fund Documents, that is reasonably likely to affect the value of the Fund Units or the rights or remedies of any holders thereof, in each case, as determined by the Index Calculation Agent, after instruction from the Index Sponsor or (b) any material modification, as determined by the Index Calculation Agent, after instruction from the Index Sponsor, of the risk profile of the Fund from its risk profile prevailing on the Index Launch Date by reason of, but not limited to, the modification of the proportions, or reduction of diversification, of the type of assets in which the Fund invests or a reduction of the average liquidity of the assets of the Fund;

For the purposes hereof, **"Fund Documents"**, **"Fund Valuation Day"**, **"Hypothetical Replicating Party"**, **"Net Asset Value"** and **"Valid Order"** have the same meanings as the meanings ascribed to such terms under Section 4.2.

5.3 ETF Extraordinary Events

"ETF Extraordinary Event" means, in respect of a Fund, the occurrence or likely occurrence of any of the following events:

- A. **"Change in Law"** means: that (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Index Calculation Agent determines in good faith, after instruction from the Index Sponsor, that (A) it has become illegal for a Hypothetical Replicating Party to hold, acquire or dispose of the relevant Shares or it has become illegal to maintain the agreement entered into by a Hypothetical Replicating Party with the ETF or an ETF Service Provider mentioned in "Breach or Termination of Agreement" below, or (B) a Hypothetical Replicating Party will incur a materially increased cost in performing its obligations (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position);
- B. **"Breach or Termination of Agreement"** means: any failure by the ETF or an ETF Service Provider, as the case may be, to comply with or perform any agreement entered into by the ETF or an ETF Service Provider with the Hypothetical Replicating Party, defining the terms and conditions at which a Hypothetical Replicating Party may make subscriptions and/or redemptions in the Shares (as the case may be, different from the subscriptions and redemptions terms then prevailing pursuant to the ETF Documents), including as the case may be the rebates of management fees to be paid to a Hypothetical Replicating Party, the termination of such agreement by the ETF or an ETF Service Provider for reasons beyond the control of a Hypothetical Replicating Party or the failing or ceasing of such agreement to be in full force and effect or the ETF or the ETF Service

Provider disaffirms, disclaims, repudiates or rejects in whole or in part or challenges the validity of such Agreement;

- C. **"Closure of the ETF"** means, liquidation, winding up or dissolution of the ETF for any reason other than those mentioned in (F) or (K) below;
- D. **"ETF Adviser Event"** means, that the Index Calculation Agent, after instruction from the Index Sponsor, determines that over a period of twelve months, the total value of the assets managed by the ETF Adviser (including the ETF) has decreased by fifty per cent. (50%) (either due to redemptions or decrease in value of such assets);
- E. **"ETF Hedging Disruption"** means, that a Hypothetical Replicating Party is unable or it is impractical for a Hypothetical Replicating Party, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any hypothetical hedge positions or (b) realize, recover or remit the proceeds of any such hypothetical hedge positions, in each case whether these events are imposed by the ETF without being envisaged in the ETF Documents on the Index Launch Date or are already envisaged by the ETF Documents on the Index Launch Date and are solely implemented by the ETF after such date;
- F. **"ETF Insolvency Event"** means, in respect of any Share, that the related ETF (i) is dissolved or has a resolution passed for its dissolution, winding-up, official liquidation (other than pursuant to a consolidation, amalgamation or merger); (ii) makes a general assignment or arrangement with or for the benefit of its creditors, (iii) (A) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organization or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (B) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in clause (A) above and either (x) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (y) is not dismissed, discharged, stayed or restrained in each case within fifteen days of the institution or presentation thereof; (iv) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (v) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within fifteen days thereafter; or (vi) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (v) through (vi) above;
- G. **"ETF Modification"** means, any change or modification of the related ETF Documents prevailing on the Index Launch Date, that could reasonably be expected to affect the value of such Shares or the rights or remedies of any holders thereof, as determined by the Index Calculation Agent, after instruction from the Index Sponsor;
- H. **"ETF Service Provider Event"** means: (i) a change, resignation, termination or replacement of any ETF Service Provider, (ii) a change of control or indirect control of any ETF Service Provider, (iii) any of the ETF Service Provider is subject to an ETF Service Provider Insolvency Event, where **"ETF Service Provider Insolvency Event"** has the same meaning as ETF Insolvency Event described above, except that ETF is replaced by ETF Service Provider or (iv) in the reasonable opinion of the Index Calculation Agent, after instruction from the Index Sponsor, any of the ETF Service Providers is no longer deemed able to carry out its business with the standard of care

prevailing as of Index Launch Date, the resignation, termination, replacement, or death of any person deemed to be key in the management of the ETF by the Index Calculation Agent, after instruction from the Index Sponsor, has occurred;

- I. **"Holding Ratio"** means, the reduction of the ETF's aggregate Net Asset Value under an amount that, in the reasonable opinion of the Index Calculation Agent, after instruction from the Index Sponsor, has, or is likely to have, a significant effect on the management conditions of the ETF and/or its operating expenses or would increase the proportion of Shares held, or likely to be held, by a Hypothetical Replicating Party, to such extent that the full redemption in one single Valid Order of the Shares held by a Hypothetical Replicating Party or funds managed by the same, is likely to be impaired;
- J. **"Increased Cost of Hedging"** means, that a Hypothetical Replicating Party would incur a materially increased (as compared with circumstances existing on the Index Launch Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any hypothetical hedge positions or (b) realize, recover or remit the proceeds of any such H hypothetical hedge positions, provided that, assuming the Hypothetical Replicating Party is Société Générale, any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Société Générale or one of its affiliates shall not be deemed an Increased Cost of Hedging;
- K. **"Insolvency"** means, that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting an ETF, (a) all the Shares are required to be transferred to a trustee, liquidator or other similar official or (b) holders of the Shares of that ETF become legally prohibited from transferring or redeeming them;
- L. **"Merger Event"** means, the conversion of the Shares into another class of fund units or securities, or the split of the ETF, its consolidation or its merger with, or its sale or its conveyance of all or substantially all its assets to, a third party;
- M. **"Nationalization"** means, that all the Shares or all or substantially all the assets of a an ETF are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof;
- N. **"Regulatory Action"** means, with respect to any Share, (i) cancellation, suspension or revocation of the registration or approval of such Share or the related ETF by any governmental, legal or regulatory entity with authority over such Share or ETF, (ii) any change in the legal, tax, accounting, or regulatory treatments of the relevant ETF or its ETF Service Provider that is reasonably likely to have an adverse impact on the value of such Share or on any investor therein (as determined by the Index Calculation Agent, after instruction from the Index Sponsor), or (iii) the related ETF or any of its ETF Service Provider becoming subject to any investigation, proceeding or litigation by any relevant governmental, legal or regulatory authority involving the alleged violation of applicable law for any activities relating to or resulting from the operation of such ETF or ETF Service Provider;
- O. **"Reporting Disruption"** means, in respect of any ETF, any failure of the related ETF to deliver, or cause to be delivered, (A) information that such ETF has agreed to deliver, or cause to be delivered to a Hypothetical Replicating Party or (B) information that has been previously delivered to a Hypothetical Replicating Party in accordance with such ETF, or its authorized representative's, normal practice and that the Index Calculation Agent, after instruction from the Index Sponsor, deems necessary to monitor such ETF's compliance with any investment guidelines, asset allocation methodologies or any other similar policies relating to such Shares;
- P. **"Strategy Breach"** means, in respect of an ETF, (i) any breach or violation of any strategy or investment guidelines stated in the related ETF Documents, that is reasonably likely to affect the value of the Shares or the rights or remedies of any holders thereof, in each case, as determined by the Index Calculation Agent, after instruction from the Index Sponsor, or (ii) any material

modification, as determined by the Index Calculation Agent, after instruction from the Index Sponsor, of the risk profile of the ETF by reason of, but not limited to, the modification of the proportions, or reduction of diversification, of the type of assets in which the ETF invests or a reduction of the average liquidity of the assets of the ETF;

- Q. **"De-listing Event"** means, in respect of an ETF, that such ETF: (a) ceases to be listed, traded or publicly quoted on the relevant Exchange or listing compartment of the relevant Exchange (for any reason other than a Merger Event or a tender offer) and is not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or where the Exchange is within the European Union, in any Member State of the European Union) or (b) has its listing, trading or public quotation maintained in inappropriate conditions in the opinion of the Index Calculation Agent, after instruction from the Index Sponsor, (such conditions to include, without limitation, a lack of liquidity or the disappearance of the relevant futures and/or option contract of the relevant ETF).

For the purposes of this Section:

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

"ETF Service Provider" means, in respect of an ETF, any person who is appointed to provide services, directly or indirectly, for that ETF, whether or not specified in the ETF Documents, including any fund investment adviser, fund administrator, manager, any person appointed in the role of discretionary investment manager or non-discretionary investment adviser (including a non-discretionary investment adviser to a discretionary manager or another non-discretionary investment adviser) for such ETF (the "ETF Adviser"), trustee or similar person with the primary administrative responsibilities for such ETF, operator, management company, depository, custodian, sub-custodian, prime broker, registrar and transfer agent, domiciliary agent.

"Hypothetical Replicating Party, Net Asset Value" and **"Valid Order"** have the same meanings as the meanings ascribed to such terms under Section 4.2

5.4 Underlying Index Extraordinary Event:

"Underlying Index Extraordinary Event" means, in respect of an Underlying Index, the occurrence of any of the following events:

- A. a **"Change of Underlying Index Sponsor/Underlying Index Calculation Agent"** means, that an Underlying Index is not calculated and/or announced by the sponsor of the Underlying Index, or as the case may be, the calculation agent of the Underlying Index, but is calculated and/or announced by a successor underlying index sponsor, or as the case may be, a successor underlying index calculation agent that is not acceptable to the Index Calculation Agent, after instruction from the Index Sponsor.
- B. a **"Change of Underlying Index"** means, that the Underlying Index is (i) replaced by a successor index or (ii) merges with another index to constitute a merged index.
- C. a **"Modification to Underlying Index"** means, that the sponsor of an Underlying Index announces that it will make a material change in the formula for or the method of calculating such Underlying Index or in any other way materially modifies that Underlying Index (other than a modification prescribed in that formula or method to maintain that Underlying Index in the event of changes in constituent stock and capitalization and other routine events).
- D. a **"Cancellation of Underlying Index"** means, that the sponsor of an Underlying Index announces that it will permanently cancel such Underlying Index.

5.5 Market Data Extraordinary Event

"Market Data Extraordinary Event" means, in respect of Market Data, the occurrence of any of the following events:

- A. a **"Change of Market Data Publisher"** means, that the Market Data is not calculated and/or announced by the publisher of such Market Data in the same conditions as those prevailing as of the Index Launch Date.
- B. a **"Change of Market Data"** means, that the Market Data is replaced by a successor market data or index that is not acceptable to the Index Calculation Agent, after instruction from the Index Sponsor.
- C. a **"Modification to Market Data"** means, that the publisher of a Market Data announces that it will make a material change in the formula for or the method of calculating such Market Data or in any other way materially modifies that Market Data (other than a modification prescribed in that formula or method to maintain that Market Data).
- D. a **"Cancellation of Market Data"** means, that the publisher of a Market Data announces that it will permanently cancel such Market Data.

5.6 Additional Extraordinary Events

"Change in Law" means, in respect a Basket Component, that, on or after the Index Launch Date (a) due to the adoption of any change in any applicable law or regulation (including without limitation, any tax law) or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), it has become or is likely to become illegal for the Hypothetical Replicating Party to hold, acquire or dispose of such Basket Component.

"Hedging Disruption" means, in respect of a Basket Component, that the Hypothetical Replicating Party is unable or likely to be unable, after using commercially reasonable efforts, to either (a) acquire, substitute, or dispose of any transaction(s) or asset(s) it deems necessary with respect to the Basket Components in order to replicate the performance of the Underlying Basket ; or (b) freely realize, recover, receive, repatriate, remit or transfer the proceeds of the sale of such Basket Component as the case may be between accounts within the jurisdiction where such Basket Component is listed (the **"Affected Jurisdiction"**) or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction.

"Increased Cost of Hedging" means, in respect of a Basket Component, that the Hypothetical Replicating Party would incur a materially increased (as compared with circumstances existing on the Index Launch Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, substitute, hold, or dispose of such any transaction(s) or asset(s) it deems necessary with respect to the Basket Components in order to replicate the performance of the Underlying Basket or (b) freely realize, recover or remit the proceeds of such Basket Components.

6. ADJUSTMENTS RELATING TO FUNDS AND ETFS

Upon the occurrence on a Scheduled Calculation Date of any event affecting a Fund or an ETF, without limitation:

- A. a subdivision, consolidation or reclassification of the relevant number of Fund Units or Shares, or a free distribution or dividend of any such Fund Units or Shares to existing holders by way of bonus, capitalization or similar issue;
- B. a distribution, issue or dividend to existing holders of the relevant Fund Units or Shares of (a) an additional quantity of such Fund Units or Shares, or (b) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Fund or ETF equally or

proportionately with such payments to holders of such Fund Units or Shares, or (c) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Fund or ETF as a result of a spin-off or other similar transaction, or (d) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Index Calculation Agent, upon instruction from the Index Sponsor;

C. an extraordinary dividend;

D. a repurchase by the Fund or ETF of relevant Fund Units or Shares whether the consideration for such repurchase is cash, securities or otherwise, other than in respect of a redemption of Fund Units or Shares initiated by an investor in such Fund or ETF that is consistent with the Fund Documents or the ETF Documents; or

E. any other event that, in the opinion of the Index Calculation Agent, after instruction from the Index Sponsor, such events may have a diluting or concentrative effect on the theoretical value of the Fund or ETF or quantity of Fund Units or Shares,

the Index Sponsor may adjust any relevant terms of the Index Rules (including, without limitation, the weight of the Fund or ETF in the Underlying Basket) in a manner that preserves the economic characteristics of the Index.

7. INDEX SCIENTIFIC COMMITTEE

The composition of the Underlying Basket is reviewed regularly by the Index Advisor without convening the Index Scientific Committee.

However, the Index Scientific Committee pursuant to the Index Scientific Committee Governance (as described below), may supplement, amend or revise in whole or in part, the Index Rules which may lead to changes in the way the Index is compiled and calculated or affect the Index in another way.

7.1 Periodical Review

The periodical review of the composition of the Underlying Basket is generally performed by the Index Advisor without convening the Index Scientific Committee, unless the Index Sponsor or the Index Advisor chooses to call such committee for such review from time to time.

7.2 Exceptional Review

The Index Rules may, by decision of the Index Scientific Committee pursuant to the Index Scientific Committee Governance, be supplemented, amended or revised in whole or in part, which may lead to changes in the way the Index is compiled and calculated or affect the Index in another way, notably (but without limitation) in order to resume the calculation of the Index following the occurrence of an Index Disruption Event or an Index Extraordinary Event.

7.3 Index Scientific Committee Governance

7.3.1 Membership

The Index Scientific Committee will comprise three (3) members: two (2) of whom shall be representatives of the Index Sponsor (including a managing director), and one (1) of whom shall be a representative of the Index Advisor.

The Index Scientific Committee secretary shall always be a representative of the Index Sponsor.

7.3.2 Quorum

The quorum necessary for a meeting of the Index Scientific Committee shall be 3 members with two (2) representatives of the Index Sponsor (including a managing director), and one (1) representative of the

Index Advisor unless such meeting is convened in relation to an Index Disruption Event or an Index Extraordinary Event, in which case, the quorum shall be two (2) representatives of the Index Sponsor (including a managing director).

7.3.3 Notice of meetings

Meetings of the Index Scientific Committee may be called either by a representative of the Index Sponsor or a representative of the Index Advisor by a notice indicating the venue, time and date together with an agenda of items to be discussed, forwarded to each member of the Index Scientific Committee, no later than 2 Scheduled Calculation Dates before the relevant Review Date. This notice period shall be reduced to 1 Scheduled Calculation Date if the Index Scientific Committee is called in the context of an Exceptional Review.

7.3.4 Resolutions

All resolutions shall be taken at the unanimity of the members of the Index Scientific Committee, unless such resolution is taken in relation to an Index Disruption Event or an Index Extraordinary Event, in which case, the vote of the Index Sponsor shall prevail over all contrarian votes from any other member of the committee.

7.3.5 Minutes of meeting

The Index Scientific Committee secretary shall make minutes of all meetings of the Index Scientific Committee, including recording of:

- the names of those present and in attendance;
- the reasons and agenda of the meeting;
- all the proceedings and resolutions, and the modifications (if any) on the Index Rules, altogether the "**Minutes**".

The Minutes of the Index Scientific Committee meetings shall be circulated the same day to (i) all the members of the Index Scientific Committee and (ii) the Index Calculation Agent.

8. ADDITIONAL PROVISION

In circumstances where the Index Sponsor makes a decision or where a resolution is adopted by the Index Scientific Committee as the case may be (together the "**Decisions**"), with respect to the methodology of calculation and/or the allocation of the Index, and the Index Calculation Agent determines that it can no longer calculate the Index to obtain the Index Level according to the Index Rules as amended by such Decisions, the Index Calculation Agent shall notify the Index Sponsor of such impossibility together with the grounds thereof. Upon receipt of such notification, the Index Sponsor shall modify its decision or, as the case may be, convene a new meeting of the Index Scientific Committee in order to adopt a new resolution, in a manner which would allow the calculation of the Index by the Index Calculation Agent provided that it preserves the economic construction of the Index (the "**New Decisions**"). Once made by the Index Sponsor or adopted by the Index Scientific Committee as the case may be, such New Decisions shall be sent to the Index Calculation Agent and be conclusive and binding.

The SGI Harmonia Index (the "Index") is the property of SG, which has contracted with S&P Opco, LLC (a subsidiary of S&P Dow Jones Indices LLC) ("S&P Dow Jones Indices") to calculate the Index. The S&P 500 Total Return Index and the S&P GSCI Total Return Index are the exclusive property of S&P Dow Jones Indices, its affiliates and/or their third party licensor(s) and has been licensed for use by SG in connection with the Index. S&P® is a registered trademark of Standard & Poor's Financial Services LLC ("SPFS"); Dow Jones® is a registered trademark of Dow Jones Trademark Holdings LLC ("Dow Jones") and, these trademarks have been licensed to S&P Dow Jones Indices. "Calculated by S&P Dow Jones Indices" and its related stylized mark(s) have been licensed for use by SG. Neither S&P Dow Jones Indices, SPFS, Dow Jones, nor any of their affiliates sponsor and promote the Index and none shall be liable for any errors or omissions in calculating the Index.

Description of Société Générale Indices ("SGI Indices")

Appendix 1 - Underlying Basket as of 05 April 2016

Basket Component Asset Class	Basket Component	Ticker	Ticker Open	Basket Component Currency	Basket Component Type	Index Component Type	
Developed Equity	Eurostoxx 50 Net Total Return	SX5T Index		EUR	Index	Equity Instrument	0.
Developed Equity	S&P 500 Total Return	SPTR Index		USD	Index	Equity Instrument	14
Developed Equity	Topix Total Return	TPXDDVD Index		JPY	Index	Equity Instrument	0.
Emerging Equity	MSCI Emerging Markets NTR	M1EF7 Index		USD	Index	Equity Instrument	0.
Developed Debt	EuroMTS 1-3	EMTXAC Index	EMTXAO Index	EUR	Index	Debt Instrument	30
Developed Debt	EuroMTS 10-15	EMTXEC Index	EMTXEO Index	EUR	Index	Debt Instrument	30
Developed Debt	EuroMTS Inflation	EMTXIGC Index	EMTXIGO Index	EUR	Index	Debt Instrument	25
Emerging Debt	Templeton EM Bond Fund	TEMEMAU LX Equity		USD	Fund	Equity Instrument	0.
Commodities	S&P GSCI Total Return	SPGCCITR Index		USD	Index	Commodity Instrument	0.
Commodities	Gold	GOLDLNPM Index		USD	Index	Commodity Instrument	0.
Real Estate	EPRA Europe Net Total Return	NEPRA Index		EUR	Index	Equity Instrument	0.

Underlying Basket Maximum Target Weights

Basket Component Asset Class	Maximum Target Weight
Developed Equity	30%
Developed Debt	30%
Emerging Equity	20%
Emerging Debt	10%
Commodities	10%
Real Estate	10%

II. Harmonia Index (EUR – Excess Return)

1. INDEX DESCRIPTION

1.1 Index Description:

The SGI Harmonia Index – EUR Excess Return (the "**Index**") is designed to provide the excess return of the SGI Harmonia Index – EUR Net Total Return (the "**Sub-Index**") over the Euribor 3-Month Rate (the "**EURIBOR Rate**").

The Index is calculated and published by S&P Opco, LLC (a subsidiary of S&P Dow Jones Indices LLC) (the "**Index Calculation Agent**") and is sponsored by Société Générale (the "**Index Sponsor**").

Main Characteristics

Bloomberg ticker: SGIXHEER <Index>

Type of Return: Excess Return

Calculation Frequency: Daily

Publication Time: End of Day

Index Launch Date: June 6, 2011

Currency: EUR

Fees and Costs: As specified under the "Description of Sub-Index" section below

Index Asset Class: Multi-Asset

Index Components: Equity Instrument, Debt Instrument, Commodity Instrument and Market Data

1.2 Sub-Index description

The Sub-Index is designed to track the performance of a dynamic exposure to a Euro-hedged multi asset allocation (the "**Underlying Basket**") of indices and funds (each a "**Sub-Index Component**"), where weights are determined in order to make the risk contribution of each component of the Underlying Basket equal.

The allocation of the Underlying Basket is reviewed on a monthly basis according to a systematic allocation model as provided by Lyxor Asset Management (the "**Sub-Index Advisor**"). The Sub-Index is constructed pursuant to a variable exposure to the Underlying Basket used to optimize, under certain circumstances, the exposure to the Underlying Basket while keeping the risk level of the Sub-Index close to a pre-defined target level. The exposure to the Underlying Basket, through the use of the hypothetical borrowing, can reach a maximum of 150% of the level of the Sub-Index.

Certain parameters of the Sub-Index, like *inter alia* the composition of the Underlying Basket, may be reviewed periodically by a scientific committee (the "**Sub-Index Scientific Committee**").

The Sub-Index Scientific Committee will comprise three (3) members: two (2) of whom shall be a representative of Société Générale (the "**Sub-Index Sponsor**") and one (1) of whom shall be a representative of the Sub-Index Advisor.

In addition, the rules of Sub-Index (the "**Sub-Index Rules**") may, by decision of the Sub-Index Scientific Committee pursuant to the Sub-Index Scientific Committee Governance (as specified in the Index Rules), be supplemented, amended or revised in whole or in part, which may lead to changes in the way the Sub-Index is compiled and calculated or affect the Sub-Index in another way.

The Sub-Index level is determined net of

- advisory and administration fees of 0.20% per annum;
- transaction costs; and
- replication costs.

The initial transaction costs and replication costs are displayed in Appendix 1.

These costs may be reviewed by the Sub-Index Sponsor to reflect a change in market conditions.

1.3 Sub-Index and Underlying Basket strategy

1.3.1 Sub-Index strategy

The constituents of the Sub-Index are (a) the Underlying Basket, (b) a hypothetical deposit based on the 3-Month Euro Interbank Offered Rate (the "**EURIBOR Rate**") and (c) a hypothetical borrowing based on the EURIBOR Rate. The deemed percentage exposure of the Sub-Index to the Underlying Basket (the "**Exposure**") is determined based on formulas (defined in the Sub-Index Rules) using the following input parameters:

- (i) the short term historical volatility of the Underlying Basket;
- (ii) a target volatility of 6%;
- (iii) the historical volatility of the Sub-Index itself;

such that, in most cases, when the short-term historical volatility of the Underlying Basket increases, the deemed exposure to the Underlying Basket decreases, and when the short-term historical volatility of the Underlying Basket decreases, the deemed exposure to the Underlying Basket increases.

The Exposure is capped at 150% of the Sub-Index Level and can be as low as 0%.

If the short-term historical volatility is greater than the Target Volatility, then the Exposure of the Sub-Index to the Underlying Basket will be less than 100%. If the Exposure is less than 100%, (a) a percentage of the Sub-Index's level is deemed invested in the Underlying Basket in an amount equal to the product of (i) the Exposure and (ii) the Sub-Index Level; and (b) the remaining percentage of the Sub-Index's level is deemed invested in the hypothetical deposit based on the EURIBOR Rate.

If the short-term historical volatility is equal to the Target Volatility, then the Exposure of the Sub-Index to the Underlying Basket will be 100%. If the Exposure is equal to 100%, then 100% of the Sub-Index's level is deemed invested in the Underlying Basket and no portion of the Sub-Index's level is deemed invested in the hypothetical deposit based on the EURIBOR Rate.

If the short-term historical volatility is less than the Target Volatility, then the Exposure of the Sub-Index to the Underlying Basket will be greater than 100% (subject to a maximum Exposure of 150%). If the Exposure of the Sub-Index to the Underlying Basket is greater than 100%, then 100% of the Sub-Index's level is deemed invested in the Underlying Basket and no portion of the Sub-Index's level is deemed invested in the hypothetical deposit based on the EURIBOR Rate. Furthermore, (a) the Sub-Index is deemed to have invested an additional amount into the Underlying Basket equal to the product of (i) the Sub-Index Level and (ii) the difference of the Exposure and 100% (the "**Additional Exposure**") and (b) the Sub-Index is deemed to have borrowed funds equal to the product of (i) the Sub-Index Level and (ii) the Additional Exposure at a rate based on the EURIBOR Rate. The deemed additional investment in the Underlying Basket will increase the Sub-Index's exposure to the Underlying Basket, while the deemed borrowing will reduce the level of the Sub-Index.

1.3.2 Underlying Basket strategy

The Underlying Basket Index reflects the performance of an optimized allocation across the Sub-Index Components. Each month, this allocation is reviewed according to the Equal-Risk Contribution ("ERC") methodology developed by the quantitative research team of the Sub-Index Advisor. The resulting weighting scheme is applied to the Sub-Index Components to determine the composition of the Sub-Index for the following month.

The non Euro-denominated Sub-Index Components are hedged against currency risk using 1-month FX forward swaps.

The allocation of the Underlying Basket is displayed in Appendix 1.

1.4 Index Calculation

The Index is calculated and published by Standard & Poor's Financial Services LLC (the "**Index Calculation Agent**").

The Index is calculated daily on an end of day basis.

The Index is calculated excess return.

2. INDEX RULES

2.1 Terms and definitions relating to the Index:

ACT(t-1,t)	means the number of calendar days between the Calculation Date (t-1) (included) and the Calculation Date (t) (excluded).
Calculation Date	means any Scheduled Valuation Day on which no Index Disruption Event exists.
Disrupted Calculation Date	means any Disrupted Calculation Date determined in accordance with Section 4.
EURIBOR Disruption Event	means the non-publication of the level of the EURIBOR Rate used by the Index Calculation Agent for the purposes of calculating the Index.
EURIBOR Rate, "ER(t)"	means in respect of Calculation Date (t), the EURIBOR 3-Month rate displayed on BBG page EUR003M <Index> dated as of such date or the latest rate available if no EURIBOR 3-Month rate is to be dated as of such date.
Index	means the SGI Harmonia Index - EUR Excess Return (Bloomberg Ticker: SGIXHEER <Index>).
Index Calculation Agent	S&P Opco, LLC (a subsidiary of S&P Dow Jones Indices LLC).
Index Component	means any of the Sub-Index and the EURIBOR Rate.
Index Currency	Euro ("EUR").
Index Disruption Event	means in respect of the Sub-Index, the occurrence or existence of a Sub-Index Disruption Event or, in respect of the EURIBOR Rate, a EURIBOR Disruption Event, which in any case the Index Calculation Agent, after instruction from the Index Sponsor, determines is material.
Index Extraordinary Event	means any event as described in Section 5.

Index Launch Date, "t₀"	6 June 2011.
Index Level, "IL(t)"	means in respect of any Calculation Date (t), the level of the Index calculated and published by the Index Calculation Agent on such date at the Valuation Time, pursuant to the Index rules set out in Section 2.3.)
Index Sponsor	Société Générale (" SG ").
Scheduled Valuation Day	means any day on which the Sub-Index is scheduled to be published.
Sub-Index	means the SGI Harmonia Index – EUR Net Total Return (Bloomberg Ticker: SGIXHETR <Index>).
Valuation Time	means 6:30 p.m. (New York time).

2.2 Terms and definitions relating to the Sub-Index:

Early Closure	means in respect of the Sub-Index, the closure on any Exchange Business Day of any relevant Exchange or any Related Exchange, prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (x) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (y) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.
Exchange(s)	means in respect of the Sub-Index, each exchange or quotation system (if applicable) on which the securities or instruments underlying the Sub-Index trade, any successor exchange or quotation system or any substitute exchange or quotation system to which such has relocated.
Exchange Business Day	means in respect of the Sub-Index, any Scheduled Trading Day on which each relevant Exchange and Related Exchange of such Sub-Index are open for trading during their respective regular trading session, notwithstanding any such Related Exchange closing prior to its Scheduled Closing Time.
Exchange Disruption	means in respect of a the Sub-Index, any event (other than an Early Closure) that disrupts or impairs the ability of market participants in general to effect transactions in, or obtain market values for any securities or instrument underlying such Sub-Index on the relevant Exchange(s) or (b) futures or options contracts on any relevant Related Exchange, relating to such Sub-Index or any securities or instrument underlying such Sub-Index.
Related Exchange(s)	means in respect of the Sub-Index, each exchange or quotation system where trading has a material effect on the overall market for futures and options contracts relating to the Sub-Index, any successor exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to the Sub-Index, has temporarily relocated.
Scheduled Closing Time	means in respect of an Exchange or Related Exchange, the scheduled

	weekday closing time of such Exchange or Related Exchange, without regard to after hours or any other trading outside of the regular trading session hours.
Scheduled Trading Day	means in respect of the Sub-Index, any day on which (i) the Sub-Index Sponsor is scheduled to publish the level of the Sub-Index and (ii) each relevant Exchange and Related Exchange for the Sub-Index are scheduled to be open for trading during their respective regular trading session otherwise.
Sub-Index Advisor	Lyxor Asset Management.
Sub-Index Advisory Fee, "IAF"	0.20%.
Sub-Index Disruption Event	means in respect of the Sub-Index, the occurrence or existence of (i) an Exchange Disruption, (ii) a Trading Disruption, (iii) an Early Closure which in any case the Index Calculation Agent, after instruction from the Index Sponsor, determines is material.
Sub-Index Level, "SIL(t)'	means in respect of Calculation Date (t) and the Sub-Index, its official closing price dated as of such date (the " Closing Price ").
Sub-Index Scientific Committee	means the scientific committee comprising two (2) members of the Sub-Index Sponsor's index structuring team and one (1) member of the Sub-Index Advisor.
Sub-Index Sponsor	Société Générale (" SG ").
Trading Disruption	means in respect of the Sub-Index, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) relating to any securities or instrument underlying such Sub-Index on the relevant Exchange(s), or (b) relating to futures or options contracts on any relevant Related Exchange relating to such Sub-Index or any securities or instrument underlying such Sub-Index.
Underlying Basket	means the basket hedged in Euro of indices and funds as defined according to the ERC methodology by the Sub-Index Advisor.

2.3 Determination of the Index Level "IL(t)":

The Index Level is in respect of Calculation Date (t), calculated by the Index Calculation Agent at the Valuation Time, subject to the occurrence or existence of an Index Disruption Event or an Index Extraordinary Event, according to the following formula:

$$IL(t) = IL(t-1) \times [SIL(t) / SIL(t-1) - ER(t-1) \times ACT(t-1,t) / 360]$$

3. REVIEW OF THE SUB-INDEX COMPONENTS

3.1 Weights Optimization

3.1.1 General Principle

The optimization process (ERC approach) employed draws on the principles of the Modern Portfolio Theory set out by Markowitz, Lintner and Sharpe in 1950s and 1960s. However, even though it can be analysed in the mean-variance framework, the ERC approach is more derived from the techniques of risk-budgeting. The objective the ERC portfolio ("**ERC Portfolio**") is to find a risk-balanced allocation such that the risk contribution of each asset in the portfolio is equal. As a consequence, unlike the traditional mean-variance portfolio, the ERC Portfolio does not require an assumption about the expected returns of each asset and thus the only inputs needed the build an ERC Portfolio is the covariance matrix (the "**Covariance Matrix**") of the portfolio's components.

3.1.2 Determination of the Marginal Risk Contributions

The Marginal Risk Contribution ("MRC") corresponds to the change in the volatility of the Index induced by a small increase in the weight of each Sub-Index Component. It is given by the following formula:

$$\partial_{x_i} \sigma(I) = \frac{\partial \sigma(I)}{\partial x_i}$$

With

$\partial_{x_i} \sigma(I)$	means the MRC of Sub-Index Component i to the volatility of the Index
$\sigma(I)$	means the volatility of the Index
x_i	means the weight considered for Sub-Index Component i

3.1.3 Determination of the Covariance Matrix

The Covariance Matrix is computed by the Sub-Index Sponsor on the Review Date (as defined in the Sub-Index rules) using 3-day returns for each Sub-Index Component over the last 262 trading days according to the following formula :

$$\Sigma(i, j) = \frac{1}{n} \sum_{k=1}^n (r_{i,k} - \bar{r}_i)(r_{j,k} - \bar{r}_j)$$

With

n	means the number of 3-day returns considered for the calculation of the Covariance Matrix
$r_{i,k}$	means the kth 3-day return of Sub-Index Component i
\bar{r}_i	means the average of the n 3-day returns of Sub-Index Component i considered for the calculation of the Covariance Matrix

For the purpose of the aforementioned, the calculation of the returns "over the last 262 trading days" shall be interpreted as the returns calculated using daily adjusted prices from the first Scheduled Valuation Day following the day that is 262 Scheduled Valuation Days before the Review Date (included) up to the Review Date.

3.1.4 Determination of the ERC Portfolio weights

The ERC Portfolio weights are determined by the Index Advisor on the Review Date under the following constraints:

- the MRC of each portfolio constituent must be equal
- the weighting of each portfolio constituent shall be strictly positive
- the sum of the weightings of the portfolio constituents must be equal to 1

The solution of this problem is endogenous as the weights that satisfy the equal MRC objective require the calculation of the portfolio risk which is itself a function of the weights of each portfolio component. The solution can then be found using a sequential quadratic programming algorithm that seeks to minimize the following utility function:

$$f(x) = \sum_{i=1}^n \sum_{j=1}^n (x_i (\Sigma x)_i - x_j (\Sigma x)_j)^2$$

3.2 Index Composition

The weights resulting from optimization process described in 3.1 above define the ERC Portfolio.

The final allocation used on the relevant Review Date to constitute the Underlying Basket will be determined according to a further optimization on weights based on a trend following analysis, whereby the past best (resp. worst) performing constituents tend to be overweighted (resp. underweighted) under the following constraints :

- the weighting of each Sub-Index Component must be strictly positive;
- the sum of the weightings of the Sub-Index Components must be equal to 1;
- the weighting of each Sub-Index Component must not exceed the Maximum Target Weight (as defined in Appendix 1) applicable to it as per its Sub-Index Component Asset Class;
- the tracking error of the resulting allocation vs the ERC portfolio shall remain close to or below 3%.

The composition shall be implemented on the close of the subsequent Rebalancing Dates, (as defined in the Sub-Index rules), effective on the immediately following Scheduled Valuation Day.

4. INDEX DISRUPTION EVENT REMEDIES:

If an Index Disruption Event occurs on a Scheduled Valuation Day (a "**Disrupted Day**"), then the Index Calculation Agent, after instruction from the Index Sponsor, shall not calculate the Index Level on such Disrupted Day. The next Calculation Date shall be the first succeeding Scheduled Valuation Day that is not a Disrupted Day for any Index Component as determined by the Index Calculation Agent, after instruction from the Index Sponsor, unless each of the five Scheduled Valuation Days immediately following the initial Disrupted Day is also a Disrupted Day for any Index Component, in which case:

- (i) the fifth Scheduled Valuation Day following the initial Disrupted Day, and each Scheduled Valuation Day that is a Disrupted Day thereafter, shall be deemed to be a Calculation Date (each, a "**Disrupted Calculation Date**"), notwithstanding the existence of an Index Disruption Event on such date and only for the purpose of determining an estimate of the Index Level; and
- (ii) on that fifth Scheduled Valuation Day and on each Disrupted Calculation Date thereafter, the Index Calculation Agent shall calculate the Index Level based on the following levels or prices:
 - (a) if the Index Disruption Event is a Sub-Index Disruption Event in relation to the Sub-Index only:
 - (x) the level or price of the Sub-Index using (α) the level or price of such Sub-Index last in effect prior to the occurrence of the relevant Sub-Index Disruption Event and (β) relevant market indicators on the relevant date(s) of determination, in each case as determined in good faith, after instruction from the Index Sponsor; and
 - (y) the level of each of the EURIBOR Rate as described in the definition of such EURIBOR Rate on the relevant date(s) of determination as if no Index Disruption Event existed;
 - (b) if the Index Disruption Event is a EURIBOR Disruption Event in relation to the EURIBOR Rate only:
 - (x) the level or price of the Sub-Index as described in the definition of such Sub-Index, on the relevant date(s) of determination as if no Index Disruption Event existed; and

- (y) the level of the EURIBOR Rate determined in good faith, after instruction from the Index Sponsor, using relevant market indicators on the relevant date(s) of determination; or
- (c) If the Index Disruption Event is a Sub-Index Disruption Event in relation to the Sub-Index and a EURIBOR Disruption Event in relation to the EURIBOR Rate:
- (x) the level or price of the Sub-Index using (α) the level or price of such Sub-Index last in effect prior to the occurrence of the relevant Sub-Index Disruption Event and (β) relevant market indicators on the relevant date(s) of determination, in each case determined in good faith, after instruction from the Index Sponsor; and
- (y) the level of the EURIBOR Rate determined in good faith, after instruction from the Index Sponsor, using relevant market indicators on the relevant date(s) of determination.

Notwithstanding the foregoing Section 4.1, on any day from the first Disrupted Calculation Date but no later than the twentieth Scheduled Valuation Day following the initial Disrupted Day, if an Index Disruption Event has been continuing on each such days, the Index Sponsor will decide to (each a "**Index Disruption Remedy**"):

- a. adjust any relevant terms of the Index Rules in a manner that preserves the economic characteristics of the Index; or
- b. continue the determination of the Index Level pursuant to section 4.ii for another maximum period of twenty Scheduled Valuation Days (a "**Disruption Period Extension**"), provided that after such period, the Index Sponsor shall decide again between the Index Disruption Remedies, including a renewal of the Disruption Period Extension, subject to a maximum of three such extensions, including the first one; or
- c. permanently cancel the Index if neither of the Index Disruption Remedies (i) and (ii) above constitute suitable remedies for such Index Disruption Event, as determined by the Index Sponsor.

5. EXTRAORDINARY EVENT REMEDIES:

If an Index Extraordinary Event or an Additional Extraordinary Event occurs on a Scheduled Valuation Day (an "**Extraordinary Event Day**"), then the Index Calculation Agent, after instruction from the Index Sponsor, may suspend the calculation of the Index Level on such Extraordinary Event Day, in which case the next Calculation Date shall be the first succeeding Scheduled Valuation Day on which the Index Extraordinary Event or Additional Extraordinary Event has been remedied as follows; provided that no later than the twentieth Scheduled Valuation Day following the initial Extraordinary Event Day, the Index Sponsor shall decide to (each, an "**Extraordinary Event Remedy**"):

- (a) adjust any relevant terms of the Index Rules (including, without limitation, a reduction of the weight of or a full removal of the relevant Index Component) in a manner that preserves the economic characteristics of the Index; or
- (b) replace the relevant Index Component with a new component of similar characteristics: or
- (c) permanently cancel the Index if neither of the Extraordinary Event Remedies provided in sections (a) and (b) above constitute suitable remedies for such Index Extraordinary Event, as determined by the Index Sponsor.

For the purposes of this Section:

"Index Extraordinary Event" means, a Sub-Index Extraordinary Event or a EURIBOR Extraordinary Event, as defined hereinbelow.

Sub-Index Extraordinary Event:

"Sub-Index Extraordinary Event" means, in respect of the Sub-Index, the occurrence of any of the following events:

- A. a **"Change of Sub-Index Sponsor/Sub-Index Calculation Agent"** means, that the Sub-Index is not calculated and/or announced by the sponsor of the Sub-Index, or as the case may be, the calculation agent of the Sub-Index, but is calculated and/or announced by a successor underlying index sponsor, or as the case may be, a successor underlying index calculation agent that is not acceptable to the Index Calculation Agent, after instruction from the Index Sponsor.
- B. a **"Change of Underlying Index"** means, that the Sub-Index is (i) replaced by a successor index or (ii) merges with another index to constitute a merged index.
- C. a **"Modification to Underlying Index"** means, that the sponsor of the Sub-Index announces that it will make a material change in the formula for or the method of calculating such Sub-Index or in any other way materially modifies that Sub-Index (other than a modification prescribed in that formula or method to maintain that Underlying Index in the event of changes in constituent stock and capitalization and other routine events).
- D. a **"Cancellation of Underlying Index"** means, that the sponsor of the Sub-Index announces that it will permanently cancel such Sub-Index.

EURIBOR Extraordinary Event

"EURIBOR Extraordinary Event" means, in respect of the EURIBOR Rate, the occurrence of any of the following events:

- A. a **"Change of Market Data Publisher"** means, that the EURIBOR Rate is not calculated and/or announced by the publisher of such EURIBOR Rate in the same conditions as those prevailing as of the Index Launch Date.
- B. a **"Change of Market Data"** means, that the EURIBOR Rate is replaced by a successor market data or index that is not acceptable to the Index Calculation Agent, after instruction from the Index Sponsor.
- C. a **"Modification to Market Data"** means, that the publisher of the EURIBOR Rate announces that it will make a material change in the formula for or the method of calculating such EURIBOR Rate or in any other way materially modifies the EURIBOR Rate (other than a modification prescribed in that formula or method to maintain the EURIBOR Rate).
- D. a **"Cancellation of Market Data"** means, that the publisher of the EURIBOR Rate announces that it will permanently cancel such EURIBOR Rate.

Additional Extraordinary Events

"Change in Law" means, in respect of the Sub-Index, that, on or after the Index Launch Date (a) due to the adoption of any change in any applicable law or regulation (including without limitation, any tax law) or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), it has become or is likely to become illegal for the Hypothetical Replicating Party to hold, acquire or dispose of such Sub-Index.

"Hedging Disruption" means, in respect of the Sub-Index, that the Hypothetical Replicating Party is unable or likely to be unable, after using commercially reasonable efforts, to either (a) acquire, substitute, or dispose of any transaction(s) or asset(s) it deems necessary with respect to the Sub-Index in order to replicate the performance of the Underlying Basket ; or (b) freely realize, recover, receive, repatriate, remit or transfer the proceeds of the

sale of such the Sub-Index as the case may be between accounts within the jurisdiction where such the Sub-Index is listed (the "**Affected Jurisdiction**") or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction.

"Increased Cost of Hedging" means, in respect of the Sub-Index, that the Hypothetical Replicating Party would incur a materially increased (as compared with circumstances existing on the Index Launch Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, substitute, hold, or dispose of such any transaction(s) or asset(s) it deems necessary with respect to the Sub-Index in order to replicate the performance of the Underlying Basket or (b) freely realize, recover or remit the proceeds of such Sub-Index.

"Hypothetical Replicating Party" means, any party investing in the Underlying Basket for the purpose of hedging products linked to the performance of the Index, including Société Générale and any of its affiliates.

6. ADDITIONAL PROVISION:

In circumstances where the Index Sponsor makes various decisions, or where a resolution is adopted by the Index Scientific Committee as the case may be (together the "Decisions"), with respect to the methodology of calculation and/or the allocation of the Index, and the Index Calculation Agent determines that it can no longer calculate the Index to obtain the Index Level according to the Index Rules as amended by such Decisions, the Index Calculation Agent shall notify the Index Sponsor of such impossibility together with the grounds thereof. Upon receipt of such notification, the Index Sponsor shall modify its decision or, as the case may be convene a new meeting of the Index Scientific Committee in order to adopt a new resolution, in a manner which would allow the calculation of the Index by the Index Calculation Agent provided that it preserves the economic construction of the Index (the "New Decisions"). Once made by the Index Sponsor or adopted by the Index Scientific Committee as the case may be, such New Decisions shall be sent to the Index Calculation Agent and be conclusive and binding.

The Harmonia Index (EUR – Excess Return) is the exclusive property of SG. SG has contracted with S&P to maintain and calculate the index. S&P shall have no liability for errors or omissions in calculating the index.

Description of Société Générale Indices ("SGI Indices")

Appendix 1 – Underlying Basket as of 05 April 2016

Basket Component Asset Class	Basket Component	Ticker	Ticker Open	Basket Component Currency	Basket Component Type	Index Component Type	
Developed Equity	Eurostoxx 50 Net Total Return	SX5T Index		EUR	Index	Equity Instrument	
Developed Equity	S&P 500 Total Return	SPTR Index		USD	Index	Equity Instrument	
Developed Equity	Topix Total Return	TPXDDVD Index		JPY	Index	Equity Instrument	
Emerging Equity	MSCI Emerging Markets NTR	M1EF7 Index		USD	Index	Equity Instrument	
Developed Debt	EuroMTS 1-3	EMTXAC Index	EMTXAO Index	EUR	Index	Debt Instrument	
Developed Debt	EuroMTS 10-15	EMTXEC Index	EMTXEO Index	EUR	Index	Debt Instrument	
Developed Debt	EuroMTS Inflation	EMTXIGC Index	EMTXIGO Index	EUR	Index	Debt Instrument	
Emerging Debt	Templeton EM Bond Fund	TEMEMAU LX Equity		USD	Fund	Equity Instrument	
Commodities	S&P GSCI Total Return	SPGCCITR Index		USD	Index	Commodity Instrument	
Commodities	Gold	GOLDLNPM Index		USD	Index	Commodity Instrument	
Real Estate	EPRA Europe Net Total Return	NEPRA Index		EUR	Index	Equity Instrument	

Underlying Basket Maximum Target Weights

Basket Component Asset Class	Maximum Target Weight
Developed Equity	30%
Developed Debt	30%
Emerging Equity	20%
Emerging Debt	10%
Commodities	10%
Real Estate	10%

III. SGI Pan Africa

1. INDEX RULES OVERVIEW

1.1 Index Description

The SGI Pan Africa (the "**Index**") aims to capture the performance of stocks listed in Africa or predominantly exploring African assets. The Index is evenly exposed to three zones: South-Africa, Northern Africa (including Morocco and Egypt) and Sub-Sahara excluding South-Africa. The Index is calculated in EUR and USD, in each case Price Return and Net Total Return.

The Index is calculated and published by S&P Opco, LLC (a subsidiary of S&P Dow Jones Indices LLC) (the "**Index Calculation Agent**") and is sponsored by Société Générale (the "**Index Sponsor**").

Main Characteristics

Bloomberg ticker, Type of Return and Currency:	SGIXPA<Index> : Net Total Return in USD SGIXPAE<Index> : Net Total Return in EUR SGIXPAP<Index> : Price Return in USD SGIXPAPE<Index> : Price Return in EUR
Calculation Frequency:	Real time
Publication Time:	Real time
Index Launch Date:	14/04/08
Fees and Costs:	As specified under the "Index Fees and Costs" section below
Index Asset Class:	Equity
Index Components:	Equity Instrument and Market Data

1.2. Mechanism

1.2.1 Index Composition

The Index is composed of Shares issued by Companies that derive the largest part of their revenues and/or have exploring assets in (1) South-Africa, (2) Northern Africa including Egypt and Morocco and (3) Sub-Sahara excluding South Africa and that are listed on the Exchanges specified under Appendix 1; where Shares traded on the Johannesburg Exchange are only Shares issued by Companies headquartered in South-Africa. The Shares are selected by the Index Sponsor pursuant to a two-step process aiming to reach a balanced exposure across the three zones while maximizing the liquidity and diversification of the Index, as described hereinafter in the Index Rules.

1.2.2 Index Review and Rebalancing

The Index is reviewed and rebalanced quarterly by the Index Sponsor, as further described hereinafter in the Index Rules.

1.3. Index Fee and Costs

The Index is calculated net of the following fees and costs:

Fees:	None
Transaction Costs:	None
Replication Costs:	None

1.4. Information available on the SGI website

The Index is computed and maintained pursuant to the Global Index Methodology available from the SGI website (<http://www.sgindex.com>). The Index levels (including performance and volatility of the Index), further Index data and important disclaimers relating to the Index are available on the SGI website at the following address: <https://www.sgindex.com/index.php?id=122&bbg=SGIXPAE>

Terms not defined in the Index Rules shall have the meaning given by their definition in the SGI Indices Global Methodology. In case of any inconsistency between the Index Rules and the SGI Indices Global Methodology, the Index Rules shall prevail.

2. INDEX RULES:

2.1 Terms and definitions relating to Dates:

Scheduled Rebalancing Date	means the last Scheduled Calculation Date of January, April, July and October which is either a Monday or a Tuesday.
Scheduled Review Date	means the 5 th Scheduled Calculation Date prior to the applicable Scheduled Rebalancing Date.
Scheduled Calculation Date	means any day of the year except Saturdays, Sundays and the 1 st of January.
Valuation Time	means the time at which the Index Calculation Agent calculates the Index Level on every Calculation Date. Valuation Time is set at 5:15 p.m. (US Eastern Time).

2.2 Terms and definitions relating to the Index:

Index Calculation Agent	S&P Opco, LLC (a subsidiary of S&P Dow Jones Indices LLC).
Index Component	means any Basket Component and Market Data.
Index Currency	Euro (" EUR ") and US Dollar (" USD ").
Index Launch Date	14/04/08.
Index Sponsor	Société Générale (" SG ").
Underlying Basket	means the basket comprising the Basket Components specified under Appendix 2 as of Index Launch Date and as modified thereafter.

2.3 Terms and definitions relating to the Basket Components :

Basket Component	Any component of the Underlying Basket.
Basket Component Type	means in respect of each Basket Component, its type, which is deemed to be Share.
Basket Component Weight, "$W(i, t_R)$"	means in respect of a Basket Component (i) and Calculation Date (t), the weight (expressed in percentage) of such Basket Component in the Underlying Basket as effective on the Scheduled Rebalancing Date (t_R) preceding (and excluding) such Calculation Date (t).

The initial Basket Component Weights are displayed in Appendix 1.

2.4 Terms and definitions relating to the Market Data

Market Data	means a rate (including an interest rate, a foreign exchange rate or a swap rate), a spread, or any other data specified in the Index Rules (or the Index Calculation Agent Methodology) or any other similar instrument specified in the Index Rules (or the Index Calculation Agent Methodology).
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3. REVIEW, REBALANCING AND CALCULATION OF THE INDEX LEVEL

3.1 Eligible Components

The list of eligible shares (each, an "**Eligible Component**") that may be included in the Index comprises:

- (i) Shares of Companies that derive the largest part of their revenues and/or have exploring assets in South-Africa, Northern Africa including Egypt and Morocco and Sub-Sahara excluding South Africa (each a "**Zone**");
- (ii) Shares listed on the Exchanges specified under Appendix 1; where Shares traded on the Johannesburg Exchange are only Shares issued by Companies headquartered in South-Africa.

3.2 Index Composition

The Shares in the Index are then selected by the Index Sponsor among the Eligible Components pursuant to a two-step process:

Step 1 – Components Selection

For each Zone, the Index Sponsor ranks the Eligible Components according to (1) their free-float market capitalization and (2) their average daily volume, and selects the 10 highest ranked Shares, provided that at least 10 Eligible Components exist for such Zone.

Step 2 – Components Weighting

The Index Sponsor determines the weighting of each Share in order to maximize the diversification and liquidity of the Index, pursuant to the following process:

- (i) Inside each Zone, the Shares are initially weighted according to their relative free float market capitalization;
- (ii) The Share weightings are then adjusted in order to match the following constraints while minimizing the variation relative to the initial weightings:
 - a. each Share weighting shall not exceed 10% of the Index;
 - b. each Share weighting shall not exceed 10 times the average daily volume divided by EUR 200 million (the "**Index Capacity**");
 - c. each Zone shall represent a weighting close to 33.33% of the Index.

3.3 Index Review and Rebalancing

The list of Eligible Components is reviewed quarterly by the Index Sponsor and the Share selection and their weighting in the Index are reviewed accordingly in order to ensure the continuous relevance of the composition of the Index and to maintain the Index.

On each Scheduled Review Date and Scheduled Rebalancing Date, the Index Sponsor may revise the number of components, the Index Capacity and the Zone breakdown to be able to match the diversification and liquidity constraints defined by the systematic allocation process described above, provided however that no Zone may represent less than 25% and more than 50% of the Index.

3.4 Index Level Calculation and Adjustment

THE INDEX SHALL BE CALCULATED AND ADJUSTED BY THE INDEX CALCULATION AGENT AS PER THE RELEVANT PROVISIONS OF THE S&P DOW JONES INDICES – INDEX MATHEMATICS METHODOLOGY DATED OCTOBER 2015, AS AMENDED FROM TIME TO TIME THEREAFTER (THE "**INDEX CALCULATION AGENT METHODOLOGY**"), AVAILABLE FROM THE INDEX CALCULATION AGENT WEBSITE AT THE FOLLOWING ADDRESS :

<http://www.spindices.com/documents/index-policies/methodology-index-math.pdf>

The relevant provisions applicable are as follows:

- For the determination of the Index Level IL(t) in respect of a Calculation Date (t) as well as adjustments following rebalancing and corporate actions : Section "Modified Market Capitalization Weighted Indices".
- For the Net Total Return calculations and the dividend reinvestment: Section "Total Return Calculations"

The withholding tax applicable to dividends is determined pursuant to the reference Index Calculation Agent reference table "Withholding Tax Rates" as amended from time to time thereafter, available from the Index Calculation Agent website at the following address:<http://us.spindices.com/documents/additional-material/withholding-tax-index-values.pdf>

For the avoidance of doubt, the information contained on the Index Calculation Agent website is not incorporated by reference herein.

The provisions are also reproduced below.

Please note that the information below has been accurately reproduced and that as far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

In order to complete the information extracted from the Index Calculation Agent website Section "Modified Market Capitalization Weighted Indices" and Section "Total Return Calculations", definitions relating to the reproduced formulas are also included below:

Modified Market Capitalization Weighted Indices

Definition

A modified market cap weighted index is one where index constituents have a user-defined weight in the index. This methodology is typically used for indices where some constituents are confined to a maximum weight, and the excess weight is distributed proportionately among the remaining index constituents. Between index rebalancings, corporate actions generally have no effect on index weights, as they are fixed through the processes defined below. As stock prices move, the weights will shift and the modified weights will change. Therefore, as in the case of an equal-weighted index, a modified market cap weighted index must be rebalanced from time to time to re-establish the proper weighting.

The overall approach to calculate modified market cap weighted indices is the same as in the cap-weighted indices; however, the constituents' market values are re-defined to be values that will achieve the user-defined weighting at each rebalancing. Recall two basic formulae:

Formula (17):

$$\text{Index Level} = \frac{\text{Index Market Value}}{\text{Divisor}}$$

and

Formula (18):

$$\text{Index Market Value} = \sum_i P_i * \text{Shares}_i * \text{IWF}_i * \text{FxRate}$$

To calculate a modified market cap weighted index, the market capitalization for each stock used in the calculation of the index is redefined so that each index constituent has the appropriate user-defined weight in the index at each rebalancing date.

In addition to being the product of the stock price, the stock's shares outstanding, and the stock's float factor (IWF), as written above – and the exchange rate when applicable – a new adjustment factor is also introduced in the market capitalization calculation to establish the appropriate weighting.

Formula (19):

$$\text{Adjusted Stock Market Value}_i = P_i * \text{Shares}_i * \text{IWF}_i * \text{FxRate}_i * \text{AWF}_i$$

where AWF_i is the adjustment factor of stock i assigned at each index rebalancing date, t , which adjusts the market capitalization for all index constituents to achieve the user-defined weights, while maintaining the total market value of the overall index.

The AWF for each index constituent, i , on rebalancing date, t , is calculated by:

Formula (20):

$$\text{AWF}_{i,t} = \frac{Z}{\text{FloatAdjustedMarketValue}_{i,t}} * W_{i,t}$$

where Z is an index specific constant set for the purpose of deriving the AWF and, therefore, each stock's share count used in the index calculation (often referred to as modified index shares). $W_{i,t}$ is the user-defined weight of stock i on rebalancing date t .

The index divisor is defined based on the index level and market value from equation (17). The index level is not altered by index rebalancings. However, since prices and outstanding shares will have changed since the last rebalancing, the divisor will change at the rebalancing.

So:

Formula (20a):

$$(\text{Divisor})_{\text{after rebalancing}} = \frac{(\text{Index Market Value})_{\text{after rebalancing}}}{(\text{Index Value})_{\text{before rebalancing}}}$$

Where,

Formula (20b):

$$Index\ Market\ Value = \sum_i P_i * Shares_i * IWF_i * FxRate_i * AWF_i$$

Corporate Actions and Index Adjustments

The tables below shows the necessary adjustments to the index and the divisor for managing a modified market cap weighted index. *For more information on the treatment of corporate actions, please refer to the S&P Dow Jones Indices: Equity Indices Policies & Practices Methodology. For more information on the specific treatment within an index family, please refer to that index methodology.*

Index Actions

S&P Dow Jones Indices' Parent Index Action	Adjustment Made to the Modified Market Cap Weighted Index	Divisor Adjustment for the Index?
Constituent change	The company entering the index goes in at the weight of the company coming out.	None
Delisting, acquisition or any other corporate action resulting in a constituent deletion	The stock is dropped from the Index.	Yes
Share changes between quarterly share adjustments	None. The adjustment factor is changed to keep the index weight the same.	None
Quarterly share changes	There is no direct adjustment.	None

Corporate Actions

S&P Dow Jones Indices' Parent Index Action	Adjustment Made to the Modified Market Cap Weighted Index	Divisor Adjustment for the Index?
Spin-off	The price is adjusted to the Price of the Parent Company minus (the Price of Spin-off company/Share Exchange Ratio). The adjustment factor changes according to Equation 20, to maintain the weight to be the same as the company had before the spin-off.	None
Rights Offering	The price is adjusted to the Price of the Parent Company minus (the Price of Rights Offering/Rights Ratio). The adjustment factor changes according to Equation 20, to maintain the weight to be the same as the company had before the rights offering.	None
Stock Split	Shares are multiplied by and the price is divided by the split factor.	None

Share Issuance or Share Repurchase	None.	None
Special Dividends	The price of the stock making the special dividend payment is reduced by the per share special dividend amount after the close of trading on the day before the ex-date.	A divisor adjustment is made to ensure the index level remains the same.
Merger or acquisition	If the surviving company is already an index member, it is retained in the index. If the surviving company does not meet index criteria, it is removed.	Yes, if there is a removal.

TOTAL RETURN CALCULATIONS

The preceding discussions were related to price indices where changes in the index level reflect changes in stock prices. In a total return index changes in the index level reflect both movements in stock prices and the reinvestment of dividend income. A total return index represents the total return earned in a portfolio that tracks the underlying price index and reinvests dividend income in the overall index, not in the specific stock paying the dividend.

The total return construction differs from the price index and builds the index from the price index and daily total dividend returns. The first step is to calculate the total dividend paid on a given day and convert this figure into points of the price index:

Formula (40):

$$TotalDailyDividend = \sum_i Dividend_i * Shares_i$$

Where Dividend is the dividend per share paid for stock i and Shares are the shares. This is done for each trading day. Dividend_i is generally zero except for four times a year when it goes ex-dividend for the quarterly dividend payment. Some stocks do not pay a dividend and Dividend is always zero. TotalDailyDividend is measured in dollars. This is converted to index points by dividing by the divisor for the underlying price index:

Formula (41):

$$IndexDividend = \frac{TotalDailyDividend}{Divisor}$$

The next step is to apply the usual definition of a total return from a financial instrument to the price index. Equation (40) gives the definition; equation (41) applies it to the index:

$$Total\ Return = \left(\frac{P_t + D_t}{P_{t-1}} \right) - 1$$

and

Formula (43)

$$DTR_t = \left(\frac{IndexLevel_t + IndexDividend_t - 1}{IndexLevel_{t-1}} \right)$$

Formula (43):

where the Total Return and the daily total return for the index (DTR) is stated as a decimal. The *DTR* is used to update the total return index from one day to the next:

Formula (44):

$$Total\ Return\ Index_t = (Total\ Return\ Index_{t-1}) * (1 + DTR_t)$$

Withholding Tax Rates as of 1 January 2016

Country	Withholding Tax	Country	Withholding Tax
Argentina	10%	Macedonia	10%
Australia	30%	Malaysia	0%
Austria	27.5%	Malaysia REITs	10%
Bahrain	0%	Malta	0%
Bangladesh	20%	Mauritius	0%
Belgium	27%	Mexico ***	10%
Bosnia	5%	Morocco	15%
Brazil	0%	Namibia	20%
Brazil (Interest on Capital)	15%	Netherlands	15%
Bulgaria	5%	New Zealand	30%
Cambodia	14%	Nigeria	10%
Canada	25%	Norway	25%
Chile	35%	Oman	0%
China – (Mainland Incorporated) *	10%	Pakistan	10%
China – (Offshore Incorporated) **	0%	Panama	10%
Colombia	0%	Peru	6.8%
Côte d'Ivoire	10%	Philippines	30%
Croatia	12%	Poland	19%
Cyprus	0%	Portugal	25%
Czech Republic	35%	Qatar	0%
Denmark	27%	Romania	16%
Ecuador	0%	Russia	15%
Egypt	10%	Saudi Arabia	5%
Estonia	0%	Serbia	20%
Finland	30%	Singapore	0%
France	30%	Singapore REITs	10%
Georgia	5%	Slovakia	0%
Germany	26.375%	Slovenia	15%
Ghana	8%	South Africa	15%
Greece	10%	South Korea	22%
Hong Kong	0%	Spain	219%
Hungary	0%	Sri Lanka	10%
Iceland	18%	Sweden	30%
India	0%	Switzerland	35%
Indonesia	20%	Taiwan	20%
Ireland	20%	Thailand	10%
Israel	25%	Trinidad & Tobago	10%
Italy	26%	Tunisia	5%
Jamaica	33.33%	Turkey	15%
Japan	20.42%	U.K. Corporations	0%
Jordan	0%	U.K. REITS	20%
Kazakhstan	15%	U.S.	30%
Kenya	10%	Ukraine	15%
Kuwait	0%	United Arab Emirates	0%
Latvia	0%	Venezuela	34%
Lebanon	10%	Vietnam	0%
Lithuania	15%	Zambia	15%
Luxembourg	15%	Zimbabwe	10%

- * Companies incorporated in mainland China and listed in Shanghai and Shenzhen (A-Share and B-Share), Hong Kong (H-Share), and the US (ADR of H-Share).
- ** Companies incorporated offshore and listed on the Hong Kong Stock Exchange and exchanges in the US have a withholding tax rate of zero unless a 10% withholding tax rate is announced by the companies.
- *** Dividends from post 2013 income will be subject to withholding tax of 10%.

Formula (17):

Index Level means in respect of any Calculation Date, the level of the price return Index calculated and published by the Index Calculation Agent on such date at the Valuation Time, pursuant to formula (17).

Index Market Value means in respect of any Calculation Date, the aggregate market capitalization of the Index calculated by the Index Calculation Agent on such date, pursuant to formula (20b).

Divisor means a quantity determined by the Index Calculation Agent pursuant to the formula (20a) which ensures the Index Level continuity.

Formula (18):

Price, P_i means in respect of a Stock i and a Calculation Date, the official closing price of such stock on such date.

Shares i means in respect of a Stock i and a Calculation Date, the number of such stock's shares outstanding on such date.

Investable Weight Factor, $IWFi$ means in respect of a Stock i and a Calculation Date, the percentage of total shares outstanding for such stock on such date that are available to investors.

$FxRate_i$ means in respect of a Stock i and a Calculation Date, the exchange rate between the currency of such stock and the Index Currency on such Calculation Date.

Stock i means in respect of a Calculation Date, each Basket Component on such date.

Formula (19):

AdjustedStockMarketValue i means in respect of a Stock i and a Calculation Date, the market capitalization of such stock adjusted by the Adjustment Factor as calculated by the Index Calculation Agent on such date, pursuant to formula (19) in order establish the appropriate weighting.

Adjustment Factor, $AWFi,t$ means in respect of a Stock i and a Calculation Date, the adjustment factor of such stock assigned at the relevant Scheduled Rebalancing Date, which adjusts the market capitalization for all index constituents to achieve the user-defined weight, while maintaining the total market value of the overall index and calculated pursuant to formula (20).

Formula (20):

FloatAdjustedMarketValue i,t means in respect of a Stock i and a Calculation Date, the market capitalization of such stock calculated by the Index Calculation Agent on such date as the product of the stock price P_i , the stock's shares outstanding Shares i , and the stock's float factor $IWFi$ and the exchange rate $FxRate_i$ when applicable.

W_{i,t}	means in respect of a Stock i and a Calculation Date, the Basket Component Weight such stock assigned at the relevant Scheduled Rebalancing Date.
Z	means an index specific constant set for the purpose of deriving the Adjustment Factor AWF _i and set at 1,000,000,000,000.
Formula (20a):	
Index Value	means in respect of any Calculation Date, the Index Level on such date.
Formula (20b):	
Shares_i	means in respect of a Stock i and a Calculation Date, the number of such stock's shares outstanding on such date.
Investable Weight Factor, IWF_i	means in respect of a Stock i and a Calculation Date, the percentage of total shares outstanding for such stock on such date that are available to investors.
FxRate_i	means in respect of a Stock i and a Calculation Date, the exchange rate between the currency of such stock and the Index Currency on such Calculation Date.
Adjustment Factor, AWF_{i,t}	means in respect of a Stock i and a Calculation Date, the adjustment factor of such stock assigned at the relevant Scheduled Rebalancing Date, which adjusts the market capitalization for all index constituents to achieve the user-defined weight, while maintaining the total market value of the overall index and calculated pursuant to formula (20).

Total Return Calculations

Formula (40):

TotalDailyDividend	means in respect of a Calculation Date, the total dividend paid by all the Stocks comprising the Index on such day and calculated pursuant to formula (40).
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Dividend_i	means in respect of a Stock i and a Calculation Date, the dividend per share paid for such stock on such date after deduction of the relevant withholding tax.
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Formula (41):

IndexDividend	means in respect of a Calculation Date, the total dividend paid by all the Stocks comprising the Index on such day expressed in dividend point and calculated pursuant to formula (41).
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Formula (43):

DTR_t means in respect of a Calculation Date, the daily total return of the Index on such day calculated pursuant to formula (43), which is the application to the price index of Formula (42) which gives the usual definition of the total return from a financial instrument.

Formula (44):

Total Return Index means in respect of a Calculation Date, the level of the total return Index calculated and published by the Index Calculation Agent on such date at the Valuation Time, pursuant to formula (44).

4. INDEX DISRUPTION EVENTS

4.1. Index Disruption Remedies

If an Index Disruption Event occurs on a Scheduled Calculation Date (a **"Disrupted Day"**), then the Index Calculation Agent, after instruction from the Index Sponsor, shall not calculate the Index Level on such Disrupted Day in which case the next Calculation Date shall be the first succeeding Scheduled Calculation Date that is not a Disrupted Day for any Index Component as determined by the Index Calculation Agent, after instruction from the Index Sponsor, unless each of the five Scheduled Calculation Dates immediately following the initial Disrupted Day is also a Disrupted Day for any Index Component, in which case:

- (i) the fifth Scheduled Calculation Date following the initial Disrupted Day, and each Scheduled Calculation Date that is a Disrupted Day thereafter, shall be deemed to be a Calculation Date (each, a **"Disrupted Calculation Date"**), notwithstanding the existence of an Index Disruption Event on such date and only for the purpose of determining the Index Level; and
- (ii) on that fifth Scheduled Calculation Date and on each Disrupted Calculation Date thereafter, the Index Calculation Agent shall calculate the Index Level based on following levels and prices:
 - (a) if the Index Disruption Event is a Basket Component Disruption Event in relation to one or more of the Basket Component(s) only (such Basket Component(s) the **"Affected Basket Component(s)"**):
 - (x) the level or price of the Affected Basket Component(s) using the level or price of such Affected Basket Component(s) last in effect prior to the occurrence of the relevant Basket Component Disruption Event; and
 - (y) the level of each of the Market Data as described in the definition of such Market Data on the relevant date(s) of determination as if no Index Disruption Event existed;
 - (b) if the Index Disruption Event is a Market Data Disruption Event in relation to one or more of the Market Data only (such Market Data the **"Affected Market Data"**):
 - (x) the level or price of each Basket Component as described in the definition of such Basket Component(s), on the relevant date(s) of determination as if no Index Disruption Event existed; and
 - (y) the level of the Affected Market Data determined in good faith, after instruction from the Index Sponsor, using relevant market indicators on the relevant date(s) of determination; or
 - (c) If the Index Disruption Event is a Basket Component Disruption Event in relation to one or more of the Basket Component(s) (the **"Affected Basket Component(s)"**) and a Market Data Disruption Event in relation to one or more of the Market Data (such Market Data the **"Affected Market Data"**):

- (x) the level or price of the Affected Basket Component(s) using the level or price of such Affected Basket Component last in effect prior to the occurrence of the relevant Basket Component Disruption Event; and
- (y) the level of the Affected Market Data determined in good faith, after instruction from the Index Sponsor, using relevant market indicators on the relevant date(s) of determination.

Notwithstanding the foregoing Section **Error! Reference source not found.**, on any day from the first Disrupted Calculation Date but no later than the twentieth Scheduled Calculation Date following the initial Disrupted Day, if an Index Disruption Event has been continuing on each such day, the Index Sponsor will permanently cancel the Index on such twentieth Scheduled Calculation Date, unless the Index Sponsor decides that one of the following remedies (i) and (ii) (each a "**Index Disruption Remedy**") constitutes a suitable remedy for such Index Disruption Event:

- (a) adjust any relevant terms of the Index Rules in a manner that preserves the economic characteristics of the Index; or
- (b) continue the determination of the Index Level pursuant to section **Error! Reference source not found.** for another maximum period of twenty Scheduled Calculation Dates (a "Disruption Period Extension"), provided that after such period, the Index Sponsor shall decide again between the Index Disruption Remedies, including a renewal of the Disruption Period Extension, subject to a maximum of three such extensions, including the first one.

For the purposes of this Section:

"**Index Disruption Event**" means (i) in respect of any Index Component that is a Basket Component, the occurrence or existence of a Basket Component Disruption Event or, (ii) in respect of an Index Component that is Market Data, a Market Data Disruption Event, which in any case the Index Calculation Agent, after instruction from the Index Sponsor, determines is material.

"**Basket Component Disruption Event**" means an Equity Disruption Event as defined herein below.

4.2. Equity Disruption Event

"**Equity Disruption Event**" means, in respect of an Equity Instrument, the occurrence or existence of a Share Disruption Event.

Where,

"**Share Disruption Event**" means (a) a Trading Disruption; (b) an Exchange Disruption which, in either case, the Index Calculation Agent, after instruction from the Index Sponsor, determines is material or (c) an Early Closure.

For the purpose hereof:

- A. "**Trading Disruption**" means in respect of an Equity Instrument that is a Share, any suspension of or limitation on trading imposed by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) relating to such Shares, or (b) relating to futures or options contracts on any relevant Related Exchange relating to such Shares;
- B. "**Exchange Disruption**" means in respect of an Equity Instrument that is a Share, any event (other than an Early Closure) that disrupts or impairs the ability of market participants in general to effect transactions in, or obtain market values for (a) such Shares or (b) futures or options contracts on any relevant Related Exchange, relating to such Shares;
- C. "**Early Closure**" means in respect of an Equity Instrument that is a Share, the closure on any Exchange Business Day of (a) any relevant Exchange(s) relating to Shares, or (b) any Related Exchange for futures or options contracts relating to such Shares; prior to its Scheduled Closing

Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (x) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (y) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Scheduled Closing Time on such Exchange Business Day.

4.3. Market Data Disruption Event

"Market Data Disruption Event" means with respect to an Index Component that is Market Data, the non-publication of the level of any Market Data used by the Index Calculation Agent for the purposes of calculating the Index.

5. INDEX EXTRAORDINARY EVENTS

5.1. Extraordinary Event Remedies

If an Index Extraordinary Event occurs in respect of one or more Index Component(s) on a Scheduled Calculation Date (an **"Extraordinary Event Day"**), then the Index Calculation Agent, after instruction from the Index Sponsor, may suspend the calculation of the Index Level on such Extraordinary Event Day, in which case the next Calculation Date shall be the first succeeding Scheduled Calculation Date on which the Index Extraordinary Event has been remedied as follows; provided that as soon as possible but no later than the twentieth Scheduled Calculation Date following the initial Extraordinary Event Day, the Index Sponsor shall permanently cancel the Index on such twentieth Scheduled Calculation Date, unless the Index Sponsor decides that one of the following remedies (a) and (b) (each, an **"Extraordinary Event Remedy"**) constitutes a suitable remedy for such Index Extraordinary Event:

- (i) adjust any relevant terms of the Index Rules (including, without limitation, a reduction of the weight of or a full removal of the relevant Index Component(s)) in a manner that preserves the economic characteristics of the Index; or
- (ii) replace the relevant Index Component with a new component of similar characteristics.

For the purposes of this Section:

"Index Extraordinary Event" means an Equity Extraordinary Event, a Market Data Extraordinary Event or an Additional Extraordinary Event as defined herein below, which in any case the Index Calculation Agent, after instruction from the Index Sponsor, determines is material.

5.2. Equity Extraordinary Event

"Equity Extraordinary Event" means, in respect of an Index Component that is an Equity Instrument, if such Equity Instrument is a Share issued by a Company, the occurrence or existence of a Share Extraordinary Event.

Where,

"Share Extraordinary Event" means (a) a Liquidation; (b) a Delisting or (c) a Nationalization

- A. **"Liquidation"** means that the company related to this Share is subject to a voluntary or involuntary liquidation, dissolution or winding-up, nationalization, expropriation or is otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.
- B. **"Delisting"** means that the relevant Exchange announces that pursuant to the rules of such Exchange, the Share ceases (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason (other than the events described under Share Disruption Event) and is not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located

in the same country as the Exchange (or where the Exchange is within the European Union, in any member state of the European Union).

- C. **"Nationalization"** means that all the Shares or all or substantially all of the assets of a company are nationalized, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

5.3. Market Data Extraordinary Event

"Market Data Extraordinary Event" means, in respect of Market Data, the occurrence of any of the following events:

- A. a **"Change of Market Data Publisher"** means that the Market Data is not calculated and/or announced by the publisher of such Market Data in the same conditions as those prevailing as of the Index Launch Date.
- B. a **"Change of Market Data"** means that the Market Data is replaced by a successor market data or index that is not acceptable to the Index Calculation Agent, after instruction from the Index Sponsor.
- C. a **"Modification to Market Data"** means that the publisher of a Market Data announces that it will make a material change in the formula for or the method of calculating such Market Data or in any other way materially modifies that Market Data (other than a modification prescribed in that formula or method to maintain that Market Data).
- D. a **"Cancellation of Market Data"** means that the publisher of a Market Data announces that it will permanently cancel such Market Data.

Appendix 1 – List of Exchanges

Johannesburg (South-Africa), Cairo (Egypt), Casablanca (Morocco), London (UK), Toronto (Canada), New-York (United-States), Amsterdam (Netherlands), Brussels (Belgium), Copenhagen (Denmark), Helsinki (Finland), Lisbon (Portugal), Madrid (Spain), Milan (Italy), Oslo (Norway), Paris (France), Stockholm (Sweden), Vienna (Austria), Swiss Stock Exchange (which term shall include the previous segment Virt-x (Switzerland), Xetra (Germany). Other exchanges may be added as assessed by the Index Sponsor.

Appendix 2 –Allocation as of 26 January 2016

(i)	Bloomberg	Name	Zone	Weight
1	COMI EY	COMMERCIAL INTERNATIONAL BAN	Northern Africa	10.00%
2	BCP MC	BANQUE CENTRALE POPULAIRE	Northern Africa	4.25%
3	ATW MC	ATTIJARIWafa BANK	Northern Africa	6.02%
4	IAM MC	MAROC TELECOM	Northern Africa	6.36%
5	ADH MC	DOUJA PROM ADDOHA	Northern Africa	1.22%
6	TMGH EY	T M G HOLDING	Northern Africa	2.49%
7	ETEL EY	TELECOM EGYPT	Northern Africa	0.92%
8	HRHO EY	EFG-HERMES HOLDING SAE	Northern Africa	1.40%
9	ESRS EY	EZZ STEEL	Northern Africa	0.61%
10	ADI MC	ALLIANCES DEVELOPPEMENT IMMO	Northern Africa	0.07%
11	TLW LN	TULLOW OIL PLC	Sub-Sahara ex South-Africa	4.02%
12	FM CT	FIRST QUANTUM MINERALS LTD	Sub-Sahara ex South-Africa	5.70%
13	RRS LN	RANDGOLD RESOURCES LTD	Sub-Sahara ex South-Africa	10.00%
14	TGZ CT	TERANGA GOLD CORP	Sub-Sahara ex South-Africa	0.37%
15	EGY UN	VAALCO ENERGY INC	Sub-Sahara ex South-Africa	0.20%
16	GFI SJ	GOLD FIELDS LTD	Sub-Sahara ex South-Africa	5.81%
17	EDV CT	ENDEAVOUR MINING CORP	Sub-Sahara ex South-Africa	0.85%
18	SMF CT	SEMAFO INC	Sub-Sahara ex South-Africa	2.92%
19	NSU CT	NEVSUN RESOURCES LTD	Sub-Sahara ex South-Africa	2.10%
20	MAU FP	MAUREL ET PROM	Sub-Sahara ex South-Africa	1.36%
21	NPN SJ	NASPERS LTD-N SHS	South Africa	10.00%
22	MTN SJ	MTN GROUP LTD	South Africa	2.82%
23	SOL SJ	SASOL LTD	South Africa	3.03%
24	SBK SJ	STANDARD BANK GROUP LTD	South Africa	1.75%
25	FSR SJ	FIRSTRAND LTD	South Africa	1.66%
26	REM SJ	REMGRO LTD	South Africa	1.57%
27	SHP SJ	SHOPRITE HOLDINGS LTD	South Africa	0.89%
28	SLM SJ	SANLAM LTD	South Africa	1.39%
29	ANG SJ	ANGLOGOLD ASHANTI LTD	South Africa	10.00%
30	IMP SJ	IMPALA PLATINUM HOLDINGS LTD	South Africa	0.23%

DESCRIPTION OF THE PREFERENCE SHARE ISSUER AND THE PREFERENCE SHARES

The following is an overview of the Preference Share Issuer and the Preference Shares.

1. THE PREFERENCE SHARE ISSUER

Mapleis Limited (the **Preference Share Issuer**) is a private company limited by shares and was incorporated under the Companies Act 2006 on 7 March 2016 (with registered number 10045873). Mapleis Limited is governed by the laws of England and Wales and has its registered office at c/o Group Legal, SG House, 41 Tower Hill, London EC3N 4SG.

The sole business activity of the Preference Share Issuer is to (i) issue redeemable preference shares (the **Preference Shares**) under its preference share programme (the **Preference Shares Programme**); and (ii) enter into a loan agreement with Société Générale. Accordingly, the Preference Share Issuer does not have any trading assets and generates limited net income. The Preference Share Issuer does not have a credit rating.

As at the date of this Base Prospectus, the Preference Share Issuer has 250,000 ordinary shares in issue. The Company may issue further shares with such rights or restrictions as may be determined by ordinary resolution or, in the absence of such determination, the directors may determine such share rights or restrictions. The ordinary shares of the Preference Share Issuer are held by SG Investments Limited

The Preference Shares may be offered and issued to investors pursuant to the terms agreed with the Preference Share Issuer. Societe Generale acts as structuring agent in order to facilitate the offer and issue by Preference Share Issuer of Preference Shares as well as calculation agent in respect of the Preference Shares. Other service providers act as registrar and corporate administrator to the Preference Share Issuer or in respect of the Preference Shares, as applicable.

A copy of the Mapleis Limited's constitutional documents and the terms and conditions of the Preference Shares (as contained in the principal memorandum and the relevant supplemental memorandum in respect of the Preference Shares) are available to investors in the Preference Share Linked Warrants on written request (free of charge) from the registered office of the Mapleis Limited and from the distributor of the relevant Preference Share Linked Warrants.

2. DOCUMENTS FOR INSPECTION

Copies of the Preference Share Issuer's constitutional documents (the Article of Associations) will be available for inspection at the registered office of the Preference Share Issuer, in each case during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) for 14 days following the date of each Supplemental Memorandum (as defined below).

The Private Placement Memorandum can be obtained by any interested investors from Societe Generale.

3. DOCUMENTS ON DISPLAY

Copies of the Principal Memorandum (as defined below), any applicable Supplemental Memorandum relating to a series of Preference Shares, the Articles of Association and, after publication thereof, the annual accounts may be obtained from the corporate administrator at its registered office (Sanne Group (UK) Limited, 21 Palmer Street, London, SW1H 0AD) on request.

3. THE PREFERENCE SHARES

Preference Shares may be issued from time to time by the Preference Share Issuer in a Series under the Preference Shares Programme. Each Series of Preference Shares may have different features which are set out in the principal memorandum (the **Principal Memorandum**) and a Series specific supplemental memorandum (the **Supplemental Memorandum**, and together with the Principal Memorandum, the **Private Placement Memorandum**).

The Preference Shares issued under the Preference Shares Programme may pay dividend amount(s) (if any), may pay an automatic early redemption amount and, unless previously redeemed or cancelled, will pay a final redemption amount at maturity which may be linked to the performance of one or more underlying(s) (each, a **Preference Share Underlying**) which may include, but will not be limited to, equity, debt or derivative securities, indices, investments, funds, exchange traded funds, commodities, credit, baskets of securities or indices, currencies, portfolios and trading strategies. The composition of the relevant Preference Share Underlying(s) may be designed to change over time as a result of performance or other factors.

The Supplemental Memorandum applicable to a particular Series of Preference Shares will specify the redemption amount(s) and dividend amount(s) (if any) and when any such amount is payable and the terms based on which it is calculated.

The Preference Shares will not be exchangeable through CREST (or any other clearing system) and will not be listed or admitted to trading on any Stock Exchange.

The Private Placement Memorandum also provides that the Preference Share Issuer may redeem the Preference Shares early if:

- (d) the Preference Share Issuer 's obligations under the relevant Series of Preference Shares become illegal or impractical; or
- (e) a change in law or regulation occurs that results or will result, solely by reason of the Preference Shares being outstanding, in the Preference Share Issuer being required to be regulated by any additional regulatory authority or being subject to any additional legal requirement or regulation or tax considered by the Preference Share Issuer to be materially onerous to it; or
- (f) if the financial product (the return on which is dependent on the value of the Preference Shares) is subject to early redemption or cancellation (other than if the early redemption or cancellation of the relevant financial product is caused by the early redemption of the relevant Series of Preference Shares); or
- (g) the calculation agent determines that an event has occurred and/or is existing that constitutes an early redemption event in relation to the relevant Series of Preference Shares.

4. THE PREFERENCE SHARE UNDERLYING

The performance of the Preference Shares depends on the performance of the Preference Share Underlying to which the relevant Preference Shares are linked.

Investors should review the Private Placement Memorandum and other constitutional documents and consult with their own professional advisers if they consider it necessary.

BOOK ENTRY CLEARANCE SYSTEMS

The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of Euroclear, Clearstream, Luxembourg, Iberclear, Euroclear Sweden, Euroclear Finland, Verdipapirsentralen ASA, EUI or Monte Titoli (together, for the purposes of this section, the Clearing Systems) currently in effect. The information in this section concerning the Clearing Systems has been obtained from sources that the Issuer and the Guarantor believe to be reliable.

Such information has been accurately reproduced, and as far as the Issuers and Guarantor are aware and are able to ascertain from information published by such Clearing Systems, no facts have been omitted which would render the reproduced information inaccurate or misleading.

None of the Issuer, the Guarantor nor any Dealer takes any responsibility for the accuracy thereof. Investors wishing to use the facilities of any of the Clearing Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. None of the Issuer, the Guarantor nor any other party to the Agency Agreement will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Warrants held through the facilities of any Clearing System or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

1. BOOK ENTRY SYSTEMS

1.1 Euroclear and Clearstream, Luxembourg

Euroclear and Clearstream, Luxembourg each hold securities for their customers and facilitate the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account Warrantholders. Euroclear and Clearstream, Luxembourg provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg also deal with domestic securities markets in several countries through established depositary and custodial relationships. Euroclear and Clearstream, Luxembourg have established an electronic bridge between their two systems across which their respective participants may settle trades with each other.

Euroclear and Clearstream, Luxembourg customers are world-wide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Euroclear and Clearstream, Luxembourg is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system.

1.2 Euroclear France

Euroclear France is a French private limited liability company (société anonyme) which manages account operations and clearing activities for the French financial market. Euroclear France is an authorised central securities depositary pursuant to the General Regulations (règlement général) of the Autorité des marchés financiers and is acting under the supervision of the Autorité des marchés financiers.

Euroclear France holds securities for its customers and facilitates the clearance and settlement of securities transactions by electronic book-entry transfer between its respective account holders. Euroclear France customers are worldwide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations.

1.3 Iberclear

"Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. Unipersonal" – whose commercial name is Iberclear – is the Spanish Central Securities Depositary.

Iberclear is set up as a company as stated in article 44 bis of the "Stock Market" Law 24/1988, 28 July (article introduced by Section Two of Article 1 of the Reform Measures for the Financial System Law 44/2002, 22 November). Article "44" bis of Law 24/1988 dated 28 July assigns Iberclear the right of all functions as indicated in the legal regulations containing its legal regime, in accordance with the following: (a) to maintain the Securities Registry by means of book-entry form of all eligible securities listed on the Spanish Stock Exchanges and the Public Debt Market as well as the securities listed on other secondary markets when requested by the appropriate governing bodies; (b) the manage the settlement, and when appropriate, the clearing of securities and money resulting from those trade settled on the Stock Exchanges, Public Debt Market and, when appropriate, the secondary markets; (c) to provide technical and operational services directly relating to the Registering, Clearing and Settlement of securities which allows Iberclear to collaborate in, or co-ordinate with, other services related to Registering, Clearing and Settlement of securities as well as allowing it to participate in them; and (d) anything else that the Government entrusts to Iberclear provided permission has been first sought from the market supervisory bodies, be it the CNMV (*Comisión Nacional del Mercado de Valores*) or the Banco de España.

1.4 Euroclear Sweden

Euroclear Sweden AB (**Euroclear Sweden**) is a Swedish private limited liability company which manages account operations and clearing activities for the Swedish financial market. Euroclear Sweden is an authorised central securities depository pursuant to the Swedish Central Securities Depositories and Financial Instruments Accounts Act (*SFS 1998:1479*) (*Sw. lagen (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*) and is acting under the supervision of the Swedish Financial Supervisory Authority (*Sw. Finansinspektionen*). Euroclear Sweden is owned by Euroclear S.A.

For each Warrant issued through Euroclear Sweden, a so called CSD register (*Sw. avstämningsregister*) (a **CSD Register**) is created. The CSD Register will consist of a number of accounts, one for each holder of the Warrant in question. Such account is opened by the holder in person or by a nominee (*Sw. förvaltare*) on behalf of the Warrantholder. Title to a registered Warrant is transferred through registration in the system operated by Euroclear Sweden (the **VPC System**).

In conjunction with an issue of Warrants to be registered in the VPC System, the Issuer must engage a financial institution authorised by Euroclear Sweden to operate as an issuer agent. The issuer agent is responsible for ensuring that the instructions received from the Issuer with respect to the issue are duly registered. The issuer agent will be authorised to act on behalf of the Issuer in dealings with Euroclear Sweden.

1.5 Euroclear Finland

Euroclear Finland Ltd. is a Finnish private limited liability company which manages account operations and clearing activities for the Finnish financial market. Euroclear Finland is an authorised central securities depository pursuant to the Finnish Act on the Book-Entry System and Clearing Operations (*Fi. Laki arvo-osuusjärjestelmästä ja selvitystoiminnasta 749/2012*), as amended and/or re-enacted from time to time, and is acting under the supervision of the Finnish Financial Supervisory Authority (*Fi. Finanssivalvonta*). Euroclear Finland is owned by Euroclear S.A./N.V.

In order to effect entries in the Finnish book-entry securities system, a Warrantholder or such Warrantholder's nominee must establish a book-entry account with Euroclear Finland or with a licensed account operator or register its securities through nominee registration. Each book-entry account must give the particulars of the account holder and other holders of rights to the book-entries in the account or of the manager of a nominee registration who manages the assets in the nominee-registered account, as well as information on the account operator for the account. The required information includes the type and number of the book-entry securities registered in the account as well as the rights and

restrictions pertaining to the account and the book-entries. Any nominee-registered account must be identified when making entries in the account.

In conjunction with an issue of securities to be registered in the Euroclear Finland System (subject to certain exemptions), the Issuer must engage a financial institution authorised by Euroclear Finland to operate as an issuer agent. The issuer agent is responsible for ensuring that the instructions received from the Issuer with respect to the issue are duly registered. The issuer agent will be authorised to act on behalf of the Issuer in dealing with Euroclear Finland.

1.6 Verdipapirsentralen ASA

Verdipapirsentralen ASA (the "**VPS**") is a Norwegian public limited liability company which manages account operations and clearing activities for the Norwegian financial market. VPS is an authorised securities register pursuant to the Norwegian Financial Securities Register Act (Act no. 64 2002) (*No. lov av 5. Juli 2002 nr 64 om registrering av finansielle instrumenter*) under the supervision of the Norwegian Financial Supervisory Authority (*No. Finanstilsynet*). VPS is owned by Oslo Børs VPS Holding ASA.

For each Warrant issued through VPS, a so called security register is created. The security register will consist of a number of accounts, one for each holder of the Warrant in question. Such account is opened by the holder in person or by a nominee (*No. forvalter*) on behalf of the Warrantholder. Title to a registered Warrant is transferred through registration in the system operated by Verdipapirsentralen ASA (the "**VPS System**").

In conjunction with an issue of Warrants to be registered in the VPS System, the Issuer must engage a financial institution authorised by VPS to operate as an issuer agent. The issuer agent is responsible for ensuring that the instructions received from the Issuer with respect to the issue are duly registered. The issuer agent will be authorised to act on behalf of the Issuer in dealings with VPS.

1.7 Monte Titoli

Monte Titoli S.p.A. ("Monte Titoli") is an Italian public limited liability company which manages account operations and clearing activities for the Italian financial market. Monte Titoli is an authorised securities register pursuant to article 80 of the Italian Financial Services Act. Monte Titoli is part of the London Stock Exchange group.

The holder of a Warrant will be the person being shown in the records of Monte Titoli as holder of Warrants in accordance with the applicable provisions of Italian law, including the Italian Financial Services Act, regulations and operating procedures applicable to and/or issued by Monte Titoli from time to time. For each Warrant issued through Monte Titoli, a Warrantholder (or such Warrantholder's nominee) must establish a book-entry account with Monte Titoli through an authorised intermediary acting as an account operator with Monte Titoli.

Transfer and exchange of the ownership and any other right relating to the Warrant shall only take place through the electronic book-entry system managed by Monte Titoli. Accordingly, any Warrants shall be deposited by their owners with an intermediary participant in Monte Titoli which will in turn deposit the Warrant with Monte Titoli.

2. CREST

EUI Warrants will be held in registered uncertificated form in accordance with the Uncertificated Securities Regulations 2001, including any modification or re-enactment thereof for the time being in force (the **Regulations**) and as such are dematerialised and not constituted by any physical document of title. The EUI Warrants are participating securities for the purposes of the Regulations. Title to the EUI Warrants is recorded on the relevant Operator register of corporate securities. The EUI Agent on behalf of the Issuer shall, in relation to the EUI Warrants, maintain a record of uncertificated corporate

securities in accordance with the records of Euroclear UK & Ireland Limited (**EUI** or **CREST**) (formerly known as CRESTCo Limited) (the **Record**) and shall procure that the Record is regularly updated to reflect the Operator register of corporate securities in accordance with the rules and practices from time to time of the Operator. Subject to this requirement, (i) each person who is for the time being shown in the Record as the holder of a particular number of EUI Warrants shall be treated by the Issuer and the EUI Agent as the holder of such number of EUI Warrants for all purposes (and the expression **EUI Warrantholder** and related expressions shall be construed accordingly), and (ii) neither the Issuer, the Guarantor nor the EUI Agent shall be liable in respect of any act or thing done or omitted to be done by it or on its behalf in reliance upon the assumption that the particulars entered in the Record which the EUI Agent maintains are in accordance with particulars entered in the Operator register of corporate securities relating to the EUI Warrants.

3. TRANSFERS OF WARRANTS REPRESENTED BY GLOBAL WARRANTS

Transfers of any interests in Warrants represented by a Global Warrant within Euroclear, Clearstream, Luxembourg and Iberclear will be effected in accordance with the customary rules and operating procedures of the relevant clearing system.

TAXATION

THE FOLLOWING SECTION PROVIDES INFORMATION, AS OF THE DATE OF THIS PROGRAMME, ON TAXES ON THE INCOME FROM THE WARRANTS WITHHELD AT SOURCE IN RESPECT OF (I) THE COUNTRY OF THE REGISTERED OFFICE OF EACH ISSUER AND (II) CERTAIN OF THE COUNTRIES WHERE OFFERS OF WARRANTS MAY BE MADE OR ADMISSION TO TRADING MAY BE SOUGHT. SUCH INFORMATION IS NOT INTENDED TO PROVIDE AN EXHAUSTIVE DESCRIPTION OF THE POTENTIAL TAX ISSUES ASSOCIATED WITH THE WARRANTS. ACCORDINGLY, ANY INVESTOR CONSIDERING AN INVESTMENT IN THE WARRANTS SHOULD OBTAIN INDEPENDENT TAX ADVICE ON THE TAXATION IMPLICATIONS FOR IT, IN EACH RELEVANT JURISDICTION, OF PURCHASING, OWNING OR DISPOSING OF ANY WARRANT.

1. JURISDICTIONS OF THE ISSUERS AND THE GUARANTOR

1.1 France

1.1.1 *Withholding Tax*

Considering that the Warrants issued by the Issuer should not constitute debt instruments within the meaning of Article 125 A of the French Tax Code, payments in respect of such Warrants issued by the Issuer should generally not be subject to, or should be exempt from, withholding tax provided that the beneficial owner of payments derived from such Warrants is resident or domiciled in a country which has entered into an appropriate double taxation treaty with France, fulfils the relevant requirements provided in such treaty and payments under such Warrants are not paid or accrued to persons domiciled or established in a non-cooperative State or territory (*Etat ou territoire non coopératif*) within the meaning of Article 238-0 A of the French Tax Code (a **Non-Cooperative State**) or paid in such a Non-cooperative State.

Potential purchasers of Warrants who are resident or domiciled in a country which has not entered into an appropriate double tax treaty with France or who are domiciled or established in a Non-Cooperative State are advised to consult their own appropriate independent and professionally qualified tax advisors as to the tax consequences of any investment in, ownership of, or transactions involving the Warrants.

1.1.2 *Other taxes*

The *Loi de Finance Rectificative* (Law rectifying the Finance Act) for 2012 dated 14 March 2012 established the financial transactions tax (**FTT**), which is set out in Article 235 *ter* ZD of the French Tax Code. The Warrants are outside the scope of the FTT (assuming none of the FTT exemptions provided for by Article 235 *ter* ZD of the French Tax Code applies). However, for Equity Linked Warrants with settlement by physical delivery of the Deliverable Assets, if such Warrants create an obligation of the physical delivery of underlying shares (i.e except for shares newly issued) and provided that the issuers of such shares are eligible, this delivery would constitute an acquisition within the scope of the FTT. The rate of the FTT is 0.2%. The FTT applies to all operations within its scope as of 1 August 2012. The entities liable for FTT are investment services providers, whether they are French or foreign. The equity securities falling in the scope of the FTT are those issued by French companies listed on French or foreign regulated market whose market capitalisation exceeds one billion euros on 1 December of the year preceding the current year as of 1 January 2015.

1.2 Luxembourg

The statements herein regarding certain tax considerations effective in Luxembourg are based on the laws in force in the Grand Duchy of Luxembourg on the date of this Warrants Issue Program and are subject to any changes in law.

The following information is of a general nature only, it is not intended to be, nor should it be construed to be, legal or tax advice, and does not purport to be a comprehensive description of all the Luxembourg tax considerations which may be relevant to a decision to purchase, own or dispose of the Warrants. Prospective investors in the Warrants should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject as a result of the purchase, ownership and disposition of the Warrants.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a tax, duty, levy, impost or other charge or withholding of a similar nature refers to Luxembourg tax law and/or concepts only. Investors may further be subject to net wealth tax (*impôt sur la fortune*) as well as other duties, levies or taxes. Corporate income tax (*impôt sur le revenu des collectivités*), municipal business tax (*impôt commercial communal*) as well as the solidarity surcharge invariably apply to most corporate taxpayers resident of Luxembourg for tax purposes. Individual taxpayers are generally subject to personal income tax and the solidarity surcharge. Under certain circumstances, where an individual taxpayer acts in the course of the management of a professional or business undertaking, municipal business tax may apply as well.

1.2.1 *Withholding Tax*

1.2.1.1 Non-resident holders of Warrants

Under Luxembourg general tax laws currently in force, there is no withholding tax on any payments in respect of the Warrants made to non-resident holders of Warrants other than profit participating Warrants, nor on accrued but unpaid income in respect of the Warrants, nor is any Luxembourg withholding tax payable upon settlement or repurchase of the Warrants held by non-resident holders of Warrants.

1.2.1.2 Resident holders of Warrants

Under Luxembourg general tax laws currently in force and subject to the law of 23 December 2005, as amended (the **Law**) mentioned below, there is no withholding tax on any payments in respect of the Warrants made to Luxembourg resident holders of Warrants other than profit participating Warrants, nor on accrued but unpaid income in respect of the Warrants, nor is any Luxembourg withholding tax payable upon settlement or repurchase of the Warrants held by Luxembourg resident holders of Warrants.

Under the Law payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to or for the benefit of an individual beneficial owner who is a resident of Luxembourg will be subject to a withholding tax of 10 per cent. Even though the EU savings directive has been repealed on 10 November 2015, the provisions of the Law, as described above, remain applicable. The withholding tax applied in accordance with the Law will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent. No interest income coming within the scope of the Law is paid in respect of the Warrants.

1.2.2 *Income Taxation of holders of Warrants*

1.2.2.1 Non-resident holders of Warrants

Non-resident holders of Warrants, not having a permanent establishment, a permanent representative, or a fixed place of business in Luxembourg to which the Warrants or income thereon are attributable, are not subject to Luxembourg income taxes on income derived from the Warrants nor on capital gains realised upon the sale or disposal, in any form whatsoever, of the Warrants.

Non-resident corporate holders of Warrants or individual holders of Warrants acting in the course of the management of a professional or business undertaking, who have a permanent establishment, a permanent representative, or a fixed place of business in Luxembourg to which or to whom such Warrants are attributable, are subject to Luxembourg income tax in respect of income derived from the Warrants or gains realised upon the sale or disposal, in any form whatsoever, of the Warrants.

1.2.2.2 Resident holders of Warrants

(a) Resident individual holders of Warrants

Luxembourg resident individual holders of Warrants, acting in the course of the management of his/her private wealth, are subject to Luxembourg income tax at progressive rates in respect of income derived from the Warrant except if (i) withholding tax has been levied on such payments in accordance with the Law, or (ii) the individual holder of Warrants has opted for the application of a 10% tax in full discharge of income tax in accordance with the Law, which applies if a payment of interest has been made or ascribed by a paying agent established in a EU Member State (other than Luxembourg), or in a Member State of the European Economic Area (other than a EU Member State), or in a state that has entered into a treaty with Luxembourg relating to the Council Directive 2003/48/EC of 3 June 2003.

A gain realised by individual holders of Warrants, acting in the course of the management of his/her private wealth, upon the sale or disposal, in any form whatsoever, of the Warrants is not subject to Luxembourg income tax, provided this sale or disposal took place more than six months after the Warrants were acquired. However, any portion of such gain corresponding to accrued but unpaid interest income is generally subject to Luxembourg income tax, except if a tax has been levied on such interest in accordance with the Law.

Resident individual holders of Warrants, acting in the course of the management of a professional or business undertaking, must include any income derived from the Warrants, as well as any gains realised upon the sale or disposal, in any form whatsoever, of the Warrants, in their taxable basis, which will be subject to Luxembourg income tax at progressive rates. If applicable, the tax levied in accordance with the Law will be credited against his/her final tax liability.

(b) Resident corporate holders of Warrants

Luxembourg resident corporate holders of Warrants must include any income derived from the Warrants as well as any gains realised upon the sale or disposal, in any form whatsoever, of the Warrants, in their taxable income for Luxembourg income tax assessment purposes.

Holders of Warrants that are governed by the law of 11 May 2007 on family estate management companies, as amended, or by the law of 17 December 2010 on undertakings for collective investment, as amended, or by the law of 13 February 2007 on specialised investment funds, as amended or that is a capital company governed by the law of 15 June 2004 on venture capital vehicles, as amended, are neither subject to Luxembourg income tax in respect of income accrued or received, any settlement premium or issue discount, nor on gains realised on the sale or disposal, in any form whatsoever, of the Warrants.

1.2.3 *Net Wealth Taxation of holders of Warrants*

Non-resident corporate holders of Warrants, not having a permanent establishment, a permanent representative, or a fixed place of business in Luxembourg to which the Warrants or income thereon are attributable, as well as individual holders of Warrants, whether he/she is resident of Luxembourg or not, are not subject to Luxembourg wealth tax on such Warrants.

Corporate holders of Warrants, whether they are resident of Luxembourg for tax purposes or, if not, they maintain a permanent establishment, a permanent representative or a fixed base of business in

Luxembourg to which such Warrants are attributable, are subject to Luxembourg wealth tax on such Warrants, except if the holders of Warrants are governed or by the law of 11 May 2007, as amended, on family estate management companies or by the law of 17 December 2010, as amended, on undertakings for collective investment, or by the law of 13 February 2007, as amended, on specialised investment funds, or are a securitisation company governed by the law of 22 March 2004, as amended, or a venture capital vehicle governed by the law of 15 June 2004, as amended, or a pension-saving company as well as a pension-saving association, both governed by the law of 13 July 2005, as amended.

The net wealth tax charge for a given year can be avoided or reduced if a specific reserve, equal to five times the net wealth tax to save, is created before the end of the subsequent tax year and maintained during the five following tax years. The net wealth tax reduction corresponds to one fifth of the reserve created, except that the maximum net wealth tax to be saved is limited to the corporate income tax amount due for the same tax year, including the employment fund surcharge, but before imputation of available tax credits.

As from 1 January 2016, corporate resident holders of Warrants will further be subject to (a) a minimum net wealth tax of EUR 3,210, if it holds assets such as fixed financial assets, receivables owed to affiliated companies, transferable securities, postal checking accounts, checks and cash, in a proportion that exceeds 90 % of its total balance sheet value and if the total balance sheet value exceeds EUR 350,000, or (b) a minimum net wealth tax between EUR 535 and EUR 32,100 based on the total amount of its assets. Items (e.g., real estate properties or assets allocated to a permanent establishment) located in a treaty country, where the latter has the exclusive tax right, are not considered for the calculation of the 90% threshold. Despite the above mentioned exceptions regarding the net wealth tax charge, the minimum net wealth tax also applies if the resident corporate holders of Warrants are a securitization company governed by the law of 22 March 2004 on securitization, as amended, or an investment company in risk capital governed by the law of 15 June 2004 on venture capital vehicles, as amended, or a pension-saving company or a pension-saving association, both governed by the law of 13 July 2005, as amended.

1.2.4 *Other Taxes*

Neither the issuance nor the transfer of the Warrants will give rise to any Luxembourg stamp duty, value added tax, issuance tax, registration tax, transfer tax or similar taxes or duties, provided that the relevant issue or transfer agreement is not submitted to registration in Luxembourg which is not *per se* mandatory.

However, a registration duty may be due upon the registration of the Warrants in Luxembourg in case of legal proceedings before Luxembourg courts or in case the Warrants must be produced before an official Luxembourg authority, or in case of a registration of the Warrants on a voluntary basis.

Where holders of Warrants are resident of Luxembourg for tax purposes at the time of his/her death, the Warrants are included in his/her taxable estate for Luxembourg inheritance tax assessment purposes. Luxembourg gift tax may be due on a gift or donation of Warrants if embodied in a Luxembourg deed passed in front of a notary or recorded in Luxembourg.

1.2.5 *Residence*

Holders of Warrants will not become resident, or deemed to be resident, in Luxembourg by reason only of the holding of such Warrants or the execution, performance, delivery and/or enforcement in respect thereof.

1.3 Federal Republic of Germany

1.3.1 Taxation of Tax Residents

Payments on the Warrants to persons or entities who are tax residents in Germany (i.e. persons or entities whose residence, habitual abode, statutory seat or place of effective management and control is located in Germany) are subject to German personal or corporate income tax (*Einkommen- oder Körperschaftsteuer*) (plus solidarity surcharge (*Solidaritätszuschlag*) at a rate of 5.5 per cent. thereon). In addition church tax may apply as a surcharge on the personal income tax. Such payments may also be subject to German trade tax (*Gewerbesteuer*) if the Warrants form part of the property of a German trade or business.

Capital gains from the sale or transfer of a Warrant or the cancellation of a Warrant (i.e. the difference between the proceeds from the disposal, redemption, repayment or assignment after deduction of expenses directly related to the disposal, redemption, repayment or assignment and the cost of acquisition) are subject to German personal income tax (plus solidarity surcharge thereon) for tax resident individuals. If the Warrants form part of the assets of a German trade or business the capital gains may also be subject to German trade tax. Capital gains derived by tax resident corporate Warrantholders will be subject to German corporate income tax (plus solidarity surcharge thereon) and German trade tax. Losses incurred upon the sale or cancellation of Warrants may give rise to negative income. Where Warrants are issued in a currency other than Euro any currency gains or losses are part of the capital gains. If interest coupons or interest claims are disposed of separately (i.e. without the Warrants), the proceeds from the disposition are subject to withholding tax. The same applies to proceeds from the redemption of interest coupons or interest claims if the Warrants have been disposed of separately. Where Warrants form part of the assets of a German trade or business, each year the part of the difference between the issue or purchase price of the Warrants and their settlement amount (if such amount is fixed at the time of the acquisition) attributable to such year as well as interest accrued must be taken into account as interest income and may also be subject to trade tax.

If the Warrants are held in a custodial account which the holder maintains with a German bank or financial services institution, with a German branch of a non-German bank or financial services institution, with a German securities trading business (*Wertpapierhandelsunternehmen*) or with a German securities trading bank (*Wertpapierhandelsbank*) (a "**German Paying Agent**") a 25 per cent. withholding tax (plus solidarity surcharge thereon) will be levied on interest payments and capital gains, resulting in a total tax charge of 26.38 per cent. In the case of interest and accrued interest withholding tax will be levied on the interest /accrued interest amount. In the case of capital gains from the transfer or termination of Warrants, withholding tax will be levied on an amount equal to the difference between the issue or purchase price of the Warrants and the termination amount or sales proceeds less any directly related expenses provided that the Warrantholder has kept it in a custodial account since the time of issuance or acquisition respectively or has proven the acquisition facts. Otherwise, withholding tax is generally applied to 30 per cent. of the amounts paid in cancellation of the Warrants or the proceeds from the sale of the Warrants. For individual Warrantholders which are subject to church tax an electronic information system for church withholding tax purposes applies in relation to investment income, with the effect that church tax will be collected by the German Paying Agent by way of withholding unless the Warrantholder has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*) in which case the Warrantholder will be assessed to church tax.

If, in case of physical delivery, no cash payment is made upon expiration, the German Paying Agent will request that the Warrantholder pays the withholding tax to it. If the Warrantholder does not pay the amount to be withheld to the German Paying Agent the latter must notify the tax authorities of such failure which will then collect the tax from the Warrantholder.

In general, no withholding tax will be levied for a tax resident individual holding the Warrants as private assets who has filed a withholding exemption certificate (*Freistellungsauftrag*) with the German Paying Agent but only to the extent the income derived from the Warrant together with other investment income does not exceed the maximum exemption amount shown on the withholding exemption certificate. Similarly, no withholding tax will be levied if such holder of the Warrant has submitted to the German Paying Agent a certificate of non-assessment (*Nichtveranlagungsbescheinigung*) issued by the relevant local tax office. If the Warrantholder is a German resident corporation then generally no withholding tax will be levied on capital gains from the sale or termination of a Warrant provided that in the case of corporations of certain legal forms the status of corporation has been evidenced by certificate of the competent tax office. The same is true if the Warrants are held as assets of a German trade or business and the Warrantholder declares this by way of an official form vis-à-vis the German Paying Agent.

For tax resident individuals holding the Warrants as private assets the withholding tax (plus solidarity surcharge and, on application, church tax, if any, thereon) is, in principle, a final tax (*Abgeltungsteuer*) and shall replace the investor's personal income taxation by way of assessment. Any expenses related to such income (*Werbungskosten*) such as financing or administration costs actually incurred are not tax deductible. Only a lump sum of €801 (€1,602 for spouses) can be deducted. Upon formal application by the taxpayer, the lower personal income tax rate, if any, will be applied (*Günstigerprüfung*). A taxpayer can also formally apply for a tax assessment to make specific allowances. If no tax is withheld, tax resident individuals holding the Warrants as private assets are still obliged to file tax returns.

Where Warrants form part of a trade or business the withholding tax will not settle the personal or corporate income tax liability. The German Warrantholder will have to report income and related expenses on his tax return and the balance will be taxed at the German Warrantholder's applicable tax rate. Withholding tax levied, if any, will be credited against the personal or corporate income tax of the German Warrantholder. Amounts overwithheld will entitle the Warrantholder to a refund, based on an assessment to tax.

German tax consequences different from those discussed above could arise if the respective Warrants were regarded as investment fund units in terms of the German Investment Tax Act (which, in particular, might be relevant for Physical Delivery Warrants). In such case, withholding tax requirements for the German Paying Agent as well as the taxation of the Warrantholder would depend on whether the disclosure and reporting requirements of the German Investment Tax Act were fulfilled. If this was not the case, the Warrantholder may be subject to tax on unrealised or fictitious income. An investment fund in terms of the German Investment Tax Act is a pool of assets, invested pursuant to the principle of risk diversification in one or more of certain asset classes where the investor has the right to request a redemption of its units or its termination at least once a year, which is subject to regulatory supervision of collective investments and fulfils further specific investment limitations as set out in the German Investment Tax Act. If one of the aforementioned requirements is not fulfilled but the Warrantholder were regarded as holding units in a foreign undertaking for collective investments which is investing pursuant defined investment strategies and is not a business company not belonging to the financial sector, the Warrantholder may be subject to tax on unrealised or fictitious income on the basis of the German Foreign Tax Act (*Hinzurechnungsbesteuerung*) in case such foreign undertaking for collective investments qualifies as an investment corporation (*Investitionsgesellschaft*). Please note that it is intended to amend the German investment tax regime substantially so that also the principles outlined above may change.

1.3.2 Taxation of non residents

Interest, including accrued interest and capital gains are not subject to German taxation, unless (i) the Warrants form part of the assets of a permanent establishment, including a permanent representative or a fixed base maintained in Germany by the Warrantholder or (ii) the interest income otherwise constitutes German source income, such as income from certain capital investments directly or indirectly secured by real estate located in Germany. If the non-resident of Germany is subject to German taxation

with income from the Warrants, a tax regime similar to that explained above under "Tax Residents" applies; capital gains from the disposal of Warrants are, however, only taxable in the case of (i).

Non-residents of Germany are, in general, exempt from German withholding tax (plus solidarity surcharge thereon) on interest and capital gains. However, where the interest or the capital gains are subject to German taxation as set forth in the preceding paragraph and the Warrants are held in a custodial account with a German Paying Agent withholding tax is levied as explained above at "Tax Residents". For non residents of Germany such withholding tax is in general a final taxation. The withholding tax may be refunded based on an assessment to tax or under an applicable tax treaty.

1.3.3 *Gift or Inheritance Taxation*

No estate, inheritance or gift taxes with respect to any Warrants will arise under the laws of Germany, if, in the case of estate and inheritance taxes, both the decedent and the beneficiary, and, in the case of gift taxes, both the donor and the donee, are tax non-residents and are not deemed to be a tax resident of Germany at the time of the transfer and such Warrants are not attributable to a permanent establishment in Germany. In the case of a decedent, donor or heir who is a German national, this only applies if such person has been a non-resident of Germany for more than five consecutive years.

1.3.4 *Other taxes*

No stamp, issue, registration or similar taxes or duties will be payable in Germany in connection with the issuance, delivery or execution of the Warrants. Currently, net assets tax is not levied in Germany.

2. OTHER JURISDICTIONS

Any terms defined in this Section 2 in connection with a particular jurisdiction relate only to the information provided in connection with that jurisdiction.

2.1 Finland

The following summary is applicable only to persons who are generally liable to tax in Finland (i.e. persons that are residents of Finland for tax purposes). The summary addresses merely the Finnish withholding tax treatment of payments in respect of the Warrants and does not deal with any other Finnish tax implications of acquiring, holding or disposing of the Warrants. Investors are advised to seek professional advice relating to other tax implications in respect of acquiring, holding or disposing of the Warrants.

As the Issuer is not resident in Finland for tax purposes, there is no Finnish withholding tax (*Fi. lähdevero*) applicable to the payments made by the Issuer in respect of the Warrants. However, Finland operates a system of preliminary taxation (*Fi. ennakonpidätysjärjestelmä*) to secure payment of taxes in certain circumstances. A tax of 30 per cent will normally be deducted and withheld from all payments that are treated as interest or as compensation comparable to interest, when such payments are made to individuals by certain Finnish financial institutions when acting as Paying Agents. Based on current Finnish court practice, however, profits on the Warrants would be considered a capital gain (as opposed to interest or compensation comparable to interest). Therefore, any payments made by a Finnish Paying Agent in respect of the Warrants should not be subject to any preliminary taxation (*Fi. ennakonpidätys*).

2.2 Spain

The following s of a general nature and is included herein solely for information purposes. It is based on the laws presently in force in Spain (applicable in Spain, except Basque Country and Navarra), though it is not intended to be, nor should it be construed to be, legal or tax advice.

This section does not constitute a complete description of all tax issues that may be relevant in making the decision to invest in Warrants and does not purport to describe the tax consequences applicable to categories of investors subject to special tax rules, some of which (E.g; financial entities, exempt entities for Corporate Income Tax purposes, Pension funds, Cooperatives etc.) will be subject to specific rules or special tax regimes.

Moreover, investors should be aware that some structured or exotic Warrants (including but not limited to, Bonus, Bonus Cap, Inline, Autocall, Stayhigh, Staylow and Reverse Convertible) which may be issued under this Prospectus, have not been analysed yet by the Spanish General Directorate of Taxes (GDT) in any tax ruling with regards to their tax implications.

Prospective investors in Warrants should therefore consult their own professional advisers as to the tax implications applicable to their specific situation according to any state, local or foreign laws, including Spanish tax law, to which they may be subject.

Without prejudice to the foregoing and in accordance with the Spanish tax legislation and with rulings issued by the GDT (in particular, ruling number 1038/01 dated 29/05/2001, number 0955/03 dated 08/07/2003, number 1632/03 dated 14/10/2003 and number 1554/04 dated 04/08/2004) the tax implications regarding the Warrants to be issued under this Prospectus would be the following:

Spanish Tax Resident Investors

Notwithstanding what is stipulated in the Tax Treaties, entities which are Spanish Tax residents in accordance with article 8 of the Spanish Corporate Income Tax Act (Act 27/2014, of 27 November) and Spanish resident individuals as described in article 9 of the Personal Income Tax Act (Act 35/2006, of 28 November), would be considered Spanish Investors, same as those non Spanish residents included in articles 9 and 46 of the Non Resident Income Tax Act (Royal Legislative Decree 5/2004 of 5 March).

The Spanish Tax Resident Investors will be subject to taxation in Spain on their worldwide income and gains.

2.2.1 *Individuals with Tax Residence in Spain*

2.2.1.1 Personal Income Tax

The tax regime applicable in case of Spanish investors subject to Personal Income Tax, is included in the Personal Income Tax Act and Royal Decree 439/2007 of 30 March.

The acquisition cost would be the purchase price to be paid in the secondary market plus the expenses, fees and commissions paid by the Investor.

Income derived from the transfer of the Warrant, excluding the exceptions of paragraphs 2, 3, 4 and 5 of article 33 of the Personal Income Tax Act, will be considered as a capital gain or loss, calculated as the difference between the transfer value (which, on a general basis, consist in the sale price minus expenses and commissions derived from the transfer and paid by the seller) and the acquisition cost as defined before. Said capital gains/losses should be included in the tax period which corresponds, taking into account the special rule of article 33.5.f) of the Personal Income Tax Act.

Income arising from the settlement of the Warrant will be computed as a capital gain or loss and will be calculated as the difference between (i) the settlement amount, defined as the difference between the settlement price of the Warrant and the exercise price, in case of Call Warrants, and calculated as the difference between the exercise price and the settlement price in case of Put Warrants, excluding in both cases, all expenses, fees and commissions paid by the Investor due to the settlement, provided that they can be duly justified; and (ii) the cost of acquisition defined before.

If the Warrants are not exercised and therefore no liquidation was made either, the cost of acquisition of the Warrant shall be computed as taxable as a capital loss in the terms defined previously.

Capital gains and losses derived from the abovementioned transactions will be included in the savings part of the taxable base in the terms of article 46 of the Personal Income Tax Act.

Said gain or loss could be offset with the rest of gains and losses obtained in the same tax period (if the offset results in a loss, it may be offset in the following 4 tax years). In this sense please note that according to the new provisions included in the Personal Income Tax Act, as from 2015, capital gains and losses and positive and negative income derived from movable capital could be offset with a 15% limitation in 2016, which will raise to 20% in 2017 and 25% finally as of 2018.

On the other hand, being the result a positive amount, it will be included in the savings part of the taxable amount, subject to Personal Income Tax at the rate of 19% on the first EUR 6,000 and 21% on income between EUR 6,000.00 and EUR 50,000.00 and 23% on any excess.

Income derived from the Warrant is not subject to any withholding tax.

Please note that, tax losses that may derived from the transfer of the Warrants cannot be offset if the investor acquires homogeneous securities within the two-month period prior or subsequent to the transfer of the Warrants, until said homogeneous securities are transferred. In this sense, the GDT in its binding ruling number V1790/07 dated 27 August, clarified that Warrants with different issuers, or with different underlying assets, different settlement amounts or different expiration dates, will not be considered as homogeneous

2.2.1.2 Wealth Tax

Individuals who are Spanish Tax residents are subject to an annual Wealth Tax on their total net wealth on 31 December, regardless of the location of their assets, or of where their rights may be exercised. However, according to Law 4/2008 of 23 December, taxpayers benefit from a 100% allowance on their Wealth Tax liability as from 2008. Nevertheless only for 2011, 2012, 2013, 2014 and 2015 tax years, the Wealth Tax has been restated. The levy of the wealth tax was newly extended to year 2016 according to Law 48/2015 of 29 October 2015 regarding the Budget for 2016.

However, the Autonomous Region of Madrid has maintained the allowance so that in practical terms this means that taxpayers from that territory are effectively tax exempt from Wealth Tax.

This allowance is also applicable in case of non resident individuals holding assets or rights that are located in Spain or may be exercised in Spain.

2.2.1.3 Inheritance and Gift Tax

The rules are included in the Inheritance and Gift Tax Act (Act 29/1987 of 18 December) and in the Royal Decree 1629/1991 of 8 November. This is nevertheless subject to the specific rules (in particular regarding allowances) passed by the relevant Spanish regions with respect to this tax.

The acquisition of Warrants due to inheritance or gift circumstances, by Spanish tax resident Individuals, are subject to the Inheritance and Gift Tax, being the acquirers the taxpayers.

2.2.2 *Legal Entities with Tax Residence in Spain*

Corporate Income Tax

The tax implications on income derived from investors subject to Corporate Income Tax are included in the Spanish Corporate Income Tax Act (Act 27/2014, of 27 November) and in the Royal Decree 634/2015 of 10 July.

When the subscriber of the Warrant is subject to the Spanish Corporate Income Tax, the issue price paid in the acquisition of said Warrant would not be considered as a deductible expense but as the acquisition cost of the Warrant. With regards to the acquisition of the Warrants in the secondary market, the same rule will be applicable, but in this case, expenses and commissions paid by the investor should also be added to the initial price of issuance.

Income derived from the transfer of the Warrant would be subject to Corporate Income Tax in accordance with the rules included in article 10 of the Corporate Income Tax Act, registered as accounting profit or loss and calculated as the difference between the sale price (minus expenses, fees and commissions) and the acquisition cost as defined in the paragraph above. In this respect, please note that the general Corporate Income Tax rate is 25%.

Income arising from the settlement of the Warrant should be included in the taxable base. Said income will be determined on a general basis, as the accounting profit or loss calculated as the difference between (i) the settlement amount, defined as the difference between the settlement price of the Warrant and the exercise price, in case of Call Warrants, and calculated as the difference between the exercise price and the settlement price in case of Put Warrants, and, in both cases, excluding the expenses, fees and commissions paid by the investor due to the settlement provided that they can be duly justified; and (ii) the issue price, or being it the case, acquisition cost in the secondary market.

If the Warrants are not exercised and therefore no liquidation was made either, the acquisition cost of the Warrant shall be computed as taxable as a loss in the terms defined previously.

In accordance with the Spanish General Accounting Plan (RD 1514/2007, of 16 November) on a general basis, Warrant should be booked by its fair value. Therefore, at the close of the financial year, all unrealized gains or losses should be included in the Profit and Loss Account as income or expenses.

Income derived from the Warrant is not subject to any withholding tax.

2.2.3 *Individuals and legal entities with no Tax Residence in Spain*

Notwithstanding what is stipulated in the Tax Treaties, a non resident holder of Warrants which generate Spanish source income is subject to Spanish Non-Resident Income Tax according to article 5 of the Spanish Non Resident Income Tax Act (RD 5/2004 of 5 March), and in the Royal Decree 1776/2004 of 30 July.

Notwithstanding the above, according to the provisions of article 13.1 of the Spanish Non Resident Income Tax Act, when the Issuer of the Warrant is a non Spanish resident, the income derived from Warrants would not be subject to Spanish Non Resident Income Tax. In case of Issuers which are resident in a country which has a valid Tax Treaty signed with Spain, the provisions included in the Tax Treaty will apply (as described in article 4 of the Spanish Non Resident Income Tax Act).

Under certain circumstances, the transfer or settlement of a Warrant held by a non resident could result on income subject to the Spanish Non Resident Income Tax, that would be exempt in case it derives from a transfer made in a regulated secondary Spanish market and said income is obtained by an individual or a non resident entity acting without a permanent establishment in Spain, resident in a country which has signed a Tax Treaty with Spain and said Treaty includes an Exchange of Information

clause (as described in article 14.1.i) of the Spanish Non Resident Income Tax Act). Furthermore, income derived from Warrants would also be exempt as long as the income was effectively obtained in Spain by residents from other country of the European Union and do not act through a permanent establishment in Spain, and the income is not obtained through a Tax Haven jurisdiction (according to article 14.1.c) of the Spanish Non Resident Income Tax Act).

If the Warrantholder is a non resident entity acting through a permanent establishment in Spain to which such Warrants are effectively connected with, income derived from said Warrants would be subject to Spanish Non Resident Income Tax under the same tax rules applicable to Corporate Income taxpayers.

2.2.4 Indirect taxation

As a general rule, the acquisition, transfer or settlement of Warrants will be exempt from Transfer Tax and Stamp Duty as well as Value Added Tax, in the terms described in article 314 of Stock and Securities Market Act, the Transfer Tax and Stamp Duty Act and the Valued Added Tax Act.

2.2.5 Reporting obligations to the Spanish Tax Authorities

Spanish resident holders of the Warrants or non-resident holders with a permanent establishment in Spain to which the Warrants are effectively connected should seek advice from their tax advisor as to whether they should include the Warrants in the annual reporting (Form 720) to the Spanish Tax Authorities declaring assets and rights held outside Spain.

2.3 Sweden

The following discussion is an overview of certain material Swedish tax considerations relating to holding the Warrants. This overview of certain tax issues that may arise as a result of holding the Warrants is based on current Swedish tax legislation and is intended only as general information for Holders of the Warrants who are resident or domiciled in Sweden for tax purposes, unless otherwise stated. This description does not deal comprehensively with all tax consequences that may occur for Holders of the Warrants nor does it cover the specific rules where the Warrants are held by a partnership or are held as current assets in a business operation. Special tax consequences that are not described below may also apply for certain categories of taxpayers, including investment companies and life insurance companies. It is recommended that prospective investors in the Warrants consult their own tax advisers for information with respect to the special tax consequences that may arise as a result of holding the Warrants, including the applicability and effect of foreign income tax rules, provisions contained in double taxation treaties and other rules which may be applicable.

2.3.1 Withholding of tax

There is no Swedish withholding tax (källskatt) applicable on payments made by the Issuer in respect of the Warrants.

Sweden operates a system of preliminary tax (preliminärskatt) to secure payment of taxes. Generally, a preliminary tax of 30 per cent will be deducted from all payments treated as interest in respect of securities made to any individuals or estates that are resident in Sweden for tax purposes provided the paying entity is tax resident in Sweden and subject to reporting obligations. In the context of the Warrants there is no preliminary tax since warrants not in any part are treated as interest.

2.3.2 *Taxation of Individuals Resident in Sweden*

Income from capital

For individuals and estates of deceased Swedish individuals, capital gains and other income derived from the holding of an asset should be reported as income from capital.

Capital Gains and Losses

Individuals and estates of deceased Swedish individuals, who sell their warrants, are subject to capital gains taxation. The tax rate is 30 per cent of the gain. The capital gain or loss is equal to the difference between the sales proceeds after deduction of the acquisition cost and sales costs of the Warrants. The acquisition cost is calculated according to the so-called average method. This means that the costs of acquiring all warrants of the same type and class are added together and calculated collectively, with respect to changes to the holding. The so-called standard method under which the acquisition cost is deemed to be the equivalent of 20 per cent of the net sales price, is not applicable on the disposal of warrants since options and forward contracts are excluded from the standard method.

Gains or losses on currency exchange rate fluctuations may arise in relation to warrants where the sales proceeds received are in a foreign currency. However, no special calculations are required if the sales proceeds are exchanged into SEK within 30 days from the time of disposal. In such case, the exchange rate on the date of exchange shall be used when calculating the value of the sales proceeds.

As a main rule, 70 per cent of a capital loss is deductible against any other taxable income derived from capital. However, capital losses on the Warrants are fully deductible against taxable capital gains on listed securities that are taxed in the same way as shares or capital gains on listed as well as non-listed shares in Swedish limited liability companies and foreign legal entities¹. Any remaining capital loss is deductible at 70 per cent against any other capital income.

If a deficit arises on income from capital, a reduction of the tax on income from employment and from business, as well as the tax on real estate, is allowed. The tax reduction allowed amounts to 30 per cent of any deficit not exceeding SEK 100,000 and 21 per cent of any deficit in excess of SEK 100,000. Deficits may not be carried forward to a subsequent fiscal year.

2.3.3 *Classification of various securities for tax purposes*

Warrants linked to equity (e.g. an equity index) are in general taxed in the same way as shares provided that the return is linked to equity.

Warrants, whose underlying assets are linked to claims in SEK, or to one or several interest indices, are treated as Swedish receivables. If the underlying assets are linked to foreign currency or claims in foreign currency, or if the securities relate to one or several indices depending on foreign currency, the securities are treated as foreign receivables.

Commodity linked certificates and warrants should qualify as so-called "other assets". Gains are taxed at a tax rate of 30 per cent and only 70 per cent of any loss is deductible against any other capital income.

Certificates and warrants with a return deriving from a combination of equity and other assets, are taxed in the same way as shares should more than 50 per cent of the return on the security derive from equity. The assessment is made at the time the certificates/warrants are issued.

¹ With taxable capital gains on those assets is also meant reversal of so-called investor deduction (Sw. *investeraravdrag*).

2.3.4 Settlement and sale of call warrants

Cash settled warrants

Capital gains taxation is triggered on sale or when settled throughout the duration of the warrant or when the warrant lapses.

The acquisition cost is determined only according to the so-called "average method" described above. The standard method does not apply. See also the section entitled "Taxation of Individuals resident in Sweden" above.

If the cash settled warrant lapses, it is deemed sold for no consideration, incurring a loss equal to the acquisition cost. A loss is deductible as set out above.

Physical settled warrants

Taxation is not triggered on the exercise of a physical settled warrant. Instead a future sale of the underlying asset triggers capital gains taxation. The acquisition cost for the underlying asset equals the acquisition cost of the physical settled warrant and the exercise price.

A sale or settlement of a physical settled warrant triggers taxation. The acquisition cost is determined only according to the so-called "average method" described above. The standard method does not apply. See also the section entitled "Taxation of Individuals resident in Sweden" above.

If the physical settled warrant lapses, it is deemed sold for no consideration, incurring a loss equal to the acquisition cost. A loss is deductible as set out above.

2.3.5 Settlement, sale and lapse of put warrants

The following applies to both cash settled warrants and physical settled warrants.

Taxation is triggered when the underlying asset is disposed of due to an exercise of a put warrant or on cash settlement. The capital gain or loss is calculated to equal the difference between the sales proceeds (the exercise price) after deduction for sales expenses and the acquisition cost of the underlying asset and the put warrant, or the difference between the cash settled sum and the acquisition cost for the warrant. This means that rules regarding disposal of shares will apply, if the relevant put warrant relates to such assets etc.

Furthermore, a sale or settlement of a put warrant triggers taxation. The rules concerning the acquisition cost, taxation of gains and the deductibility of capital losses are equal to those relating to call warrants and are described above. See the section entitled "Settlement and sale of call warrants, Cash settled warrants" above.

If the put warrant lapses, it is deemed sold for no consideration, incurring a loss equal to the acquisition cost. A loss is deductible as set out above.

2.3.6 Taxation of non-residents in Sweden

Holders of securities who are not fiscally resident in Sweden and who are not carrying on business operations from a permanent establishment in Sweden are generally not liable for Swedish capital gains taxation on the disposal of securities. The holders may, nevertheless, be subject to tax in their country of residence. However, as far as non-resident individuals are concerned, capital gains on the sale of certain securities (such as securities taxed in the same way as shares) may in some cases be subject to Swedish tax if the individual has been resident or permanently lived in Sweden at any time during the calendar year of the sale or any of the 10 preceding calendar years. This provision is, nevertheless, in

many cases limited under tax treaties for the avoidance of double taxation, which Sweden has concluded with other countries.

2.3.7 Stamp duty

There is no stamp duty on the issuing, transfer or redemption of securities in Sweden.

2.3.8 Gift, Inheritance and Wealth taxes

There is no gift, inheritance or wealth tax in Sweden.

2.3.9 Taxation of Swedish legal entities

Limited liability companies and other legal entities, except for estates of deceased Swedish individuals, are taxed on all income (including income from the sale of warrants) as income from business activities at a flat rate of 22 per cent. Regarding the calculation of a capital gain or loss and the acquisition cost, see "Taxation of individuals resident in Sweden" above. However, interest income as well as other income derived from the holding of an asset is taxed on an accruals basis.

Capital losses on securities that are taxed in the same way as shares (see further above) incurred by a corporate holder of a security may only be offset against taxable capital gains on shares or such securities. Such capital losses may also, under certain circumstances, be deductible against capital gains on shares and securities that are taxed in the same way as shares within the same group of companies, provided the requirements for group contributions (tax consolidation) are met.

Capital losses on shares and securities that are taxed in the same way as shares which are not deducted against capital gains within a certain year may be carried forward and offset against taxable capital gains on shares and securities taxed in the same way as shares in the future.

For limited liability companies and economic associations, capital gains on shares and certain share linked rights held for business purposes are tax exempt. Correspondingly, capital losses on shares and share linked rights that are held for business purposes are not deductible. Securities under this offer are not treated as share linked rights held for business purposes. However, a capital loss on the securities is not deductible should the underlying assets, directly or indirectly, consist of shares or certain share linked rights held for business purposes.

As mentioned above, there is no stamp duty on the issuing, transfer or redemption of Securities in Sweden.

2.3.10 Swedish implementation of the EU Savings Tax Directive

The EU Savings Tax Directive was implemented in Sweden from 1 July 2005. The amendment in the Directive that was made in 2014 has also been implemented in Sweden and will take effect from 1 January 2017.

The EU Savings Tax Directive applies, amongst other matters, to payments of interest (as defined in the EU savings tax directive) on debt claims of every kind made by a Paying Agent in an EU Member State for the benefit of individual investors resident in the EU.

In circumstances where the EU Savings Tax Directive applies, such a paying agent would be under an obligation to provide information to the tax authorities of the EU Member States in which individual investors reside. A paying agent for these purposes is any economic operator who pays interest to, or secures interest for the beneficial owner, and could in relation to the Programme include a broker effecting the sale of the Securities.

2.4 United Kingdom

*The following describes certain general United Kingdom tax consequences arising from acquiring, holding and disposing of Warrants which fall into certain categories for tax purposes. Prospective purchasers of particular Warrants should obtain professional advice in order to determine which, if any, of these categories those Warrants fall into. Prospective purchasers that are companies should in particular obtain professional advice where such companies currently prepare their accounts in accordance with United Kingdom generally accepted accounting practice and anticipate that following the entering into or acquiring of a Warrant they will change the method of preparation of their accounts to preparing their accounts in accordance with international accounting standards. The following relates only to the position of persons who are the beneficial owners of Warrants and who are resident in the United Kingdom for tax purposes and is based on the current United Kingdom tax law and HM Revenue & Customs (**HMRC**) practice; some aspects do not apply to certain classes of person (such as persons carrying on a trade of dealing in Warrants and persons connected with the Issuers) to whom special rules may apply.*

2.4.1 Withholding Tax

No United Kingdom income tax will be required to be deducted or withheld from any payments made on the issue, exercise, sale or other disposition of the Warrants.

2.4.2 Taxation of Profits and Gains

(a) United Kingdom resident individuals

Gains arising to an individual as a result of acquiring then exercising or otherwise disposing of a "qualifying option" are generally charged to tax under the capital gains tax rules in the Taxation of Chargeable Gains Act 1992 (**TCGA 1992**). Warrants which are listed on a recognised stock exchange are qualifying options (the Main Market of the Luxembourg Stock Exchange is recognised for these purposes). Accordingly, an individual holding such a Warrant should generally be charged to tax on any gain made on the disposal of the Warrant under the capital gains tax rules in TCGA 1992. Broadly, this means that such a Warrantholder would be subject to capital gains tax to the extent any gain arising on the disposal of the Warrant plus any other gains the Warrantholder realises in the relevant tax year exceed the annual exempt amount (which is £11,100 for the 2016/2017 tax year). The Government has announced that the annual exemption will increase in line with the rate of increase (if any) in the consumer prices index in future years.

The amount paid for a Warrant will generally constitute the base cost for the Warrant for capital gains tax purposes. Accordingly, on the disposal of a Warrant otherwise than on exercise (for example, by sale) the Warrantholder will be charged to capital gains tax on the gain arising on the disposal (calculated by comparing the amount received on disposal with the base cost). Under current legislation capital gains tax is charged at a rate of 20 per cent. for individuals who are higher rate or additional rate taxpayers. Where an individual's total taxable income and gains (after allowable deductions) are less than the upper limit of the basic rate income tax band (which is £32,000 for the 2016/2017 tax year), capital gains tax will be charged at 10 per cent. Any gains or part gains in excess of that upper limit will be taxed at 20 per cent.

In the case of a Physical Delivery Warrant, the acquisition of the Warrant and the acquisition of a new asset on the exercise of such a Warrant is treated as a single transaction for capital gains purposes, so that the amount paid for the Warrant plus the amount paid for the new asset constitutes the base cost for the new asset. The exercise of such a Warrant is not treated as a disposal of the Warrant. Accordingly, no charge to capital gains tax will arise on the exercise of

such a Warrant. However, a disposal of the new asset acquired on the exercise of a Physical Delivery Warrant may give rise to a charge to capital gains tax, if a gain arises on that disposal.

In the case of a Cash Settled Warrant, the exercise of the Warrant will be treated as a disposal. The cash amount received on the exercise will be treated as the consideration for the disposal. The amount paid for a Warrant plus any amount paid on exercise will be treated as the base cost for the purposes of calculating any capital gain arising on the exercise of the Warrant.

Any Warrant which is (either alone or taken together with other related transactions) designed to produce an amount economically equivalent to interest will not be taxed in accordance with the rules described above. Any profit or gain arising in relation to such a Warrant will be charged to tax as income under Chapter 2A of Part 4 of the Income Tax (Trading and Other Income) Act 2005 (**ITTOIA 2005**), without the benefit of the annual exempt amount.

The attention of individual holders of Warrants is drawn to the provisions of sections 714-751 of the Income Tax Act 2007 (**ITA 2007**) contained in Chapter 2 of Part 13 of ITA 2007 (the **Transfer of Assets Abroad Legislation**). Under these sections, the income accruing by reason, or in consequence, of transactions resulting in the transfer of assets or income to persons (including companies) resident or domiciled abroad may be attributed to such a Warrantholder and may (in certain circumstances) be liable to UK income tax in the hands of the holders of Warrants. Certain exemptions from this charge apply, broadly speaking, where there is no tax avoidance motive in transferring the assets out of the United Kingdom or where the transfer was on arm's length terms and it would be contrary to the fundamental principles of EU Community Law for the charge to apply. Prospective purchasers of particular Warrants should obtain professional advice to determine to what extent the Transfer of Assets Abroad Legislation applies to them.

Warrants will not qualify for inclusion within the stocks and shares component of an Individual Savings Account (**ISA**). The Warrants should be capable of being held within a Self-invested Personal Pension (**SIPP**) or a Small Self-administered Scheme (**SSAS**) that is a registered pension scheme. However, Warrantholders should obtain independent advice in relation to the tax treatment of Warrants held within a SIPP or SSAS.

(b) United Kingdom resident companies

Part 7 of the Corporation Tax Act 2009 (**CTA 2009**) applies to "derivative contracts" of United Kingdom resident companies. Where Part 7 applies to a contract, income, profits and gains will, broadly speaking, be taxed on an income basis (whether they arise from acquiring, holding, disposing or exercising rights under the contract) consistently with the way those profits are recognised in accordance with generally accepted accounting practice. Accordingly, any income, profit or gains in relation to Warrants which fall to be treated as derivative contracts under Part 7, will (broadly speaking) be charged to tax as income although in the case of some derivative contracts capital gains treatment may be available.

Warrants which are not treated as derivative contracts and which are not taxed on an income basis should be taxed in accordance with the capital gains rules set out above under the heading "*United Kingdom resident individuals*", except that companies do not benefit from an annual exemption. United Kingdom companies are entitled to an indexation allowance on the disposal of a Warrant which, in effect, increases the base cost for an asset (such as a Warrant) in line with inflation, thereby preventing a charge on a gain made on the disposal of an asset to the extent that this results from inflation.

2.4.3 Stamp Duty and Stamp Duty Reserve Tax (SDRT)

Warrants granted pursuant to the Agency Agreement under the Terms and Conditions (as amended and supplemented in accordance with the terms evidenced in the applicable Final Terms) may be subject to United Kingdom stamp duty if the instrument granting the Warrants is executed in the United Kingdom or the Warrants relate to any property situated, or any matter or thing to be done, in the United Kingdom.

A charge to stamp duty at 1.5 per cent. by reference to the amount of consideration given for the Warrants represented by the Clearing System Global Warrant may arise if the Clearing System Global Warrant is issued in the United Kingdom and is denominated in sterling. No stamp duty liability will arise on the issue of a Clearing System Global Warrant if issued outside the United Kingdom; however, a stamp duty liability at 1.5 per cent. may arise on the first transfer by delivery in the United Kingdom of a sterling denominated Clearing System Global Warrant.

Even if an instrument is subject to United Kingdom stamp duty, there may be no practical necessity to pay that stamp duty, as United Kingdom stamp duty is not an assessable tax. However, an instrument which is not duly stamped cannot be used for certain purposes in the United Kingdom; for example it will be inadmissible in evidence in civil proceedings in a United Kingdom court.

Except as set out above, no United Kingdom stamp duty should be required to be paid on the sale of any Warrants provided that no instrument of transfer is used in order to complete the sale. No United Kingdom stamp duty should be required to be paid on the exercise of Warrants. SDRT may be payable on the issue (into Euroclear, Clearstream, Luxembourg, Iberclear or Euroclear UK & Ireland (formerly CRESTCo. Limited)) of the Warrants. The European Court of Justice has found in *HSBC Holdings plc and Vidacos Nominees Ltd v HMRC* (Case C-569/07) that the 1.5 per cent. charge is contrary to EU Community Law where shares are issued to a clearing system. The United Kingdom First Tier Tax Tribunal has found in *HSBC Holdings PLC and The Bank of New York Mellon Corporation v HMRC* [2012] UKFTT 163 (TC) that the 1.5 per cent. charge on the transfer of shares into a depositary as part of a wider transaction to raise capital also constituted an infringement of EU Community Law. HMRC have subsequently indicated that they will not levy the 1.5 per cent. charge on the issue of shares or debt securities into a clearing system, and have said that they will consider the treatment of other chargeable securities (which would include warrants) on a case-by-case basis. It is not clear the extent to which this decision applies to the Warrants or the way in which any change in legislation or HMRC practice in response to these decisions may alter the position. In the event that the United Kingdom is no longer bound by EU Community Law (which should not be the case until the second half of 2018 at the earliest), HMRC may seek to apply SDRT to the issue or transfer of securities into a clearing system.

SDRT may be payable in relation to any agreement to transfer Cash Settled Warrants where: (i) the Warrants are registered in a register kept in the United Kingdom; (ii) the Warrants give the Warrantholder an interest in, rights arising out of, or the right to acquire stocks, shares or loan capital which are registered in a register kept in the United Kingdom; or (iii) the Warrants give the Warrantholder an interest in, rights arising out of, or the right to acquire stocks, shares or loan capital which are paired with shares issued by a body corporate incorporated in the United Kingdom. SDRT would be payable at 0.5 per cent. of the consideration given under an agreement to transfer such Warrants, unless the transfer is to a depositary for a clearing system or to a person issuing depositary receipts (or an agent or nominee of such a person) where SDRT may be payable at 1.5 per cent.

2.5 Ireland

No Irish withholding tax will be deducted from payments on the issue, exercise, sale or other disposition of the Warrants.

2.6 Italy

The statements herein regarding taxation are based on the laws in force in Italy as at the date of this Programme and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The following does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Warrants and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules. Prospective purchasers of the Warrants are advised to consult their own tax advisers concerning the overall tax consequences of their ownership of the Warrants. This section applies to Warrants to be issued under this Programme where they are qualified as "warrants" or "certificates" for Italian tax purposes.

2.6.1 Tax treatment of Warrants

Pursuant to Article 67 of Presidential Decree No. 917 of 22 December 1986 and Legislative Decree No. 461 of 21 November 1997, as subsequently amended, where the Italian resident Warrantholder is (i) an individual not engaged in an entrepreneurial activity to which the Warrants are connected, (ii) a non-commercial partnership, (iii) a non-commercial private or public institution, or (iv) an investor exempt from Italian corporate income taxation, payments in respect of Warrants qualifying as securitised derivative financial instruments as well as capital gains realised on any sale or transfer for consideration or exercise or redemption thereof are subject to a 26% substitute tax (*imposta sostitutiva*). The recipient may opt for three different taxation regimes.

Under the tax declaration regime (*regime della dichiarazione*), which is the default regime for Italian resident individuals not engaged in entrepreneurial activity to which the Warrants are connected, the *imposta sostitutiva* on capital gains will be chargeable, on a cumulative basis, on all capital gains, net of any incurred capital loss, realised by the Italian resident individual Warrantholders holding Warrants not in connection with an entrepreneurial activity pursuant to all sales or exercise of the Warrants carried out during any given tax year. Italian resident individuals holding Warrants not in connection with an entrepreneurial activity must indicate the overall capital gains realised in any tax year, net of any relevant incurred capital loss, in the annual tax return and pay *imposta sostitutiva* on such gains together with any balance of income tax due for such year. Capital losses in excess of capital gains may be carried forward against capital gains realised in any of the four succeeding tax years. Due to the recent amendments in the rate of the *imposta sostitutiva*, capital losses in excess of capital gains realised prior to 31 December 2011 may be carried forward against capital gains realised after 1 July 2014 only to the extent of 48.08 per cent. of their amount; whilst capital losses realised from 1 January 2012 to 30 June 2014 may be carried forward against capital gains realised after 1 July 2014 only to the extent of 76.92 per cent. of their amount.

As an alternative to the tax declaration regime, Italian resident individual Warrantholders holding the Warrants not in connection with an entrepreneurial activity may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or exercise of the Warrants (the *risparmio amministrato* regime).

Such separate taxation of capital gains is allowed subject to (a) the Warrants being deposited with Italian banks, SIMs or certain authorised financial intermediaries, and (b) an express election for the *risparmio amministrato regime* being punctually made in writing by the relevant Warrantholder. The depository is responsible for accounting for *imposta sostitutiva* in respect of capital gains realised on each sale or exercise of the Warrants (as well as in respect of capital gains realised upon the revocation of its mandate), net of any incurred capital loss, and is required to pay the relevant amount to the Italian tax authorities on behalf of the taxpayer, deducting a corresponding amount from the proceeds to be credited to the Warrantholders or using funds provided by the Warrantholders for this purpose.

Under the *risparmio amministrato regime*, where a sale or exercise of the Warrants results in a capital loss, such loss may be deducted from capital gains subsequently realised, within the same securities management, in the same tax year or in the following tax years up to the fourth. Due to the recent amendments in the rate of the *imposta sostitutiva*, capital losses in excess of capital gains realised prior to 31 December 2011 may be carried forward against capital gains realised after 1 July 2014 only to the

extent of 48.08 per cent. of their amount; whilst capital losses realised from 1 January 2012 to 30 June 2014 may be carried forward against capital gains realised after 1 July 2014 only to the extent of 76.92 per cent. of their amount. Under the *risparmio amministrato regime*, the Warrantholder is not required to declare the capital gains in its annual tax return.

Any capital gains realised by Italian resident individuals holding the Warrants not in connection with an entrepreneurial activity who have entrusted the management of their financial assets, including the Warrants, to an authorised intermediary and have opted for the so-called "*risparmio gestito*" regime will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 26 per cent. substitute tax, to be paid by the managing authorized intermediary.

Under the *risparmio gestito* regime, any depreciation of the managed assets accrued at year end may be carried forward against increase in value of the managed assets accrued in any of the four succeeding tax years. Due to the recent amendments in the rate of the mentioned substitute tax, the decrease in value accrued prior to 31 December 2011 may be carried forward against 48.08 per cent. of its amount, whilst the decrease in value accrued from 1 January 2012 to 30 June 2014 may be carried forward against increase in value of the assets accrued after 1 July 2014 only to the extent of 76.92 per cent. of its amount. Under the *risparmio gestito regime*, the Warrantholder is not required to declare the capital gains realised in its annual tax return.

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

Income realised by non-Italian resident Warrantholders is not subject to Italian taxation, provided that the Warrants are held outside of Italy.

2.6.2 Atypical securities

Warrants that cannot be qualified as securitised derivatives under Article 67 of Presidential Decree No. 917 of 22 December 1986, under a different interpretation of current tax law, could be considered as 'atypical' securities pursuant to Article 8 of Law Decree No. 512 of 30 September 1983 as implemented by Law No. 649 of 25 November 1983. In this event, payments relating to Warrants may be subject to an Italian withholding tax, levied at the rate of 26 per cent.

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

The withholding is levied by the Italian intermediary appointed by the Issuer, intervening in the collection of the relevant income or in the negotiation or repurchasing of the Warrants.

2.6.3 Payments made by a non-resident Guarantor

With respect to payments made to Italian resident Warrantholders by a non-Italian resident guarantor, in accordance with one interpretation of Italian tax law, any such payment made by the Italian non-resident guarantor could be treated, in certain circumstances, as a payment made by the relevant Issuer and would thus be subject to the tax regime described in the previous paragraphs of this section.

2.6.4 Inheritance and gift taxes

Pursuant to Law Decree No. 262 of 3 October 2006, converted into Law No. 286 of 24 November 2006, as subsequently amended, the transfers of any valuable asset (including shares, bonds or other securities) as a result of death or donation are taxed as follows:

- (a) transfers in favour of spouses and direct descendants or direct ancestors are subject to an inheritance and gift tax applied at a rate of 4 per cent. on the value of the inheritance or the gift exceeding EUR 1,000,000;

- (b) transfers in favour of relatives to the fourth degree or relatives-in-law to the third degree are subject to an inheritance and gift tax at a rate of 6 per cent. on the entire value of the inheritance or the gift. Transfers in favour of brothers/sisters are subject to the 6 per cent. inheritance and gift tax on the value of the inheritance or the gift exceeding EUR100,000; and
- (c) any other transfer is, in principle, subject to an inheritance and gift tax applied at a rate of 8 per cent. on the entire value of the inheritance or the gift.

2.6.5 Registration tax

Contracts relating to the transfer of securities are subject to the registration tax as follows: (i) public deeds and notarised deeds are subject to fixed registration tax at rate of €200; and (ii) private deeds are subject to registration tax only in case of use or voluntary registration.

2.6.6 Wealth tax

According to article 19 of Law Decree No. 201 of 6 December 2011 (Decree No. 201/2011), converted with Law No. 214 of 22 December 2011, Italian resident individuals holding certain financial assets – including the Warrants – outside of the Italian territory are required to pay a wealth tax at the current rate of 0.20 per cent. The tax applies on the market value at the end of the relevant year or – in the lack of the market value – on the nominal value or redemption value of such financial assets held outside of the Italian territory.

2.6.7 Stamp taxes and duties

According to article 19 of Decree No. 201/2011, a proportional stamp duty applies on a yearly basis at the current rate of 0.20 per cent. on the market value or – in the lack of a market value – on the nominal value or the redemption amount of any financial product or financial instruments deposited with an Italian financial intermediary. The stamp duty cannot be lower than € 34.20 and, for investors other than individuals, cannot exceed the amount of € 14.000,00. Based on the wording of the law and the implementing decree issued by the Italian Ministry of Finance on 24 May 2012, the stamp duty applies to any investor who is a client (as defined in the regulations issued by the Bank of Italy on 9 February 2011) of an entity that exercises in any form a banking, financial or insurance activity within the Italian territory.

2.6.8 Tax Monitoring

Pursuant to Law Decree No. 167 of 28 June 1990, converted by Law No. 227 of 4 August 1990, as amended, individuals resident in Italy who, during the fiscal year, hold investments abroad or foreign financial activities must, in certain circumstances, disclose the aforesaid and related transactions to the Italian tax authorities in their income tax return (or, in case the income tax return is not due, in a proper form that must be filed within the same time as prescribed for the income tax return).

2.6.9 Financial Transaction Tax

Art 1, § 491 to § 500 of Law 24 December 2012 n. 228 published in the Italian Official Gazette on 29 December 2012, introduced a tax on the transfer of Italian shares, and on the conclusions of derivatives and the transfer of securitised derivatives (such as covered warrants, warrants and certificates) whose underlying is mainly represented by Italian shares.

With respect to derivatives, (i) transactions in derivatives instruments, as defined by Art. 1(3) of Legislative Decree No. 58 of 24 February 1998 (the "**Italian Financial Services Act**"), connected to or the value of which is mainly linked to shares and other equity-like financial instruments issued by the Italian resident companies (collectively, the "**Italian Shares**"); and (ii) the transfer of securities, as defined by Art.1(1-bis), letter c) and d) of the Italian Financial Services Act, giving right to the holders to acquire or sell mainly Italian Shares or which determine a cash settlement mainly by reference to Italian Shares, are subject, to the tax.

Tax applies at fixed rates that vary depending on the financial instrument and on the value of the transaction. The fixed rate tax is applied regardless of where the transaction is executed and the residence of the parties. In case of physical settlement, the tax is also payable upon the transfer of ownership rights on the underlying instruments (if Italian Shares), in accordance with rules provided for equities instruments.

The above mentioned tax is due by each of the counterparties to the transaction.

2.7 Norway

The following is an overview of certain Norwegian tax consequences that may arise for Warrantholders who are resident in Norway for tax purposes, unless otherwise indicated. It comprises only the Warrants issued by the Issuer. It is based on legislation as at the date of this document and is intended to provide general information only. The tax treatment of each Warrantholder partly depends on the holder's specific situation. Each investor should consult a tax adviser as to the tax consequences relating to their particular circumstances resulting from holding Warrants. Any changes to applicable tax laws may have a retrospective effect.

2.7.1 Taxation of Individuals Resident in Norway

Exercise of the Warrant as well as prior disposal (for instance sale or cancellation) is treated as a taxable realisation of the Warrant and will trigger a capital gain or loss. Capital gains will be taxable as "ordinary income", subject to the flat rate of 25 per cent. Losses will be deductible in the Warrantholder's "ordinary income", taxed at the same tax rate.

Any capital gain or loss is computed as the difference between the amount received by the Warrantholder on realisation and the cost price of the Warrant. The taxable gain is calculated in Norwegian kroner. The amounts received are converted to Norwegian kroner at the foreign exchange rate at the time of realisation. The cost price is equal to the price for which the Warrantholder acquired the Warrant, at the foreign exchange rate at the time of acquisition. Costs incurred in connection with the acquisition and realisation of the Warrant may be deducted from the Warrantholder's taxable income in the year of the realisation.

The value of the Warrant at the end of each income year will be included in the computation of the Warrantholder's taxable net wealth for municipal and state net wealth tax purposes. Listed Warrants are valued at their quoted value on 1 January in the assessment year, while non-listed warrants are valued at their estimated market value on 1 January in the assessment year. The marginal tax rate is currently 0.85 per cent.

2.7.2 Taxation of Norwegian Legal Entities

Limited liability companies and similar legal entities (except partnerships) are normally taxed on all income - including capital gains from realisation of the Warrants - at a flat rate of 25 per cent. Capital losses on the Warrants are normally fully deductible for tax purposes. Capital gains or losses will normally be calculated in accordance with the principles mentioned above.

Capital gains or losses on realisation of certain Warrants may however not be taxable or deductible in accordance with the "exemption method" (Norwegian Tax Act Section 2-38). This applies to Warrants based on the price of shares or a share index of which at least 90 per cent of the market value of the shares or index in general are based on shares in companies domiciled within the European Economic Area.

Limited liability companies and similar entities are not subject to net wealth taxation.

2.7.3 Taxation of Warrantholders outside of Norway

Warrantholders who are not a resident in Norway for tax purposes are as a main rule not subject to Norwegian income tax on gains or profits realised on Warrants. Further, Warrantholders who are not resident in Norway for tax purpose are as a main rule not subject to net wealth taxation.

However, if the Warrant has been used in or is attached to any business activity operated through a permanent establishment in Norway, the Warrantholder may be liable to Norwegian income and wealth tax.

2.7.4 Others

There are currently no Norwegian transfer taxes, stamp duty or similar taxes connected to purchase, disposal or redemption of Warrants. Further, there is no VAT on transfer of Warrants.

2.8 United States

The following is an overview of certain United States tax consequences that may arise for Warrantholders who are non-U.S. holders. As used herein, the term "non-U.S. holder" means a beneficial owner of a Warrant that is, for U.S. federal income tax purposes:

- an individual who is classified as a nonresident alien;
- a foreign corporation; or
- a foreign estate or trust.

The term "non-U.S. holder" does not include any of the following holders:

- a holder who is an individual present in the United States for 183 days or more in the taxable year of disposition;
- certain former citizens or residents of the United States; or
- a holder for whom income or gain in respect of a Warrant is effectively connected with the conduct of a trade or business in the United States.

It is based upon legislation as of the date of this document and is intended to provide general information only. Non-U.S. holders are urged to consult with their tax advisors as to the U.S. federal income tax consequences of an investment in the Warrants.

2.8.1 Foreign Account Tax Compliance Withholding Taxes

The reporting regime and potential withholding tax imposed by Sections 1471 to 1474 of the U.S. Internal Revenue Code of 1986, as amended (**FATCA**), imposes a withholding tax of 30 per cent. on (i) certain U.S. source payments (including Dividend Equivalent Payments, as defined in 3.8.2 below) and (ii) payments of gross proceeds from the disposition of assets that produce U.S. source interest or dividends, made to persons that fail to meet certain certification or reporting requirements. In order to avoid becoming subject to this withholding tax, non-U.S. financial institutions must enter into agreements with the U.S. Internal Revenue Service (**IRS Agreements**) (as described below) or otherwise be exempt from the requirements of FATCA. Foreign financial institutions (an "**FFI**" as defined under FATCA) that enter into IRS Agreements or become subject to provisions of local law (**IGA legislation**) intended to implement an intergovernmental agreement entered into pursuant to FATCA (an **IGA**) may be required to identify and report to the government of the United States or another relevant jurisdiction certain information regarding "financial accounts" held by U.S. persons or entities with substantial U.S. ownership, as well as accounts of other financial institutions that are not themselves participating in (or otherwise exempt from) the FATCA reporting regime. In addition, in order (a) to obtain an exemption from FATCA withholding on payments it receives and/or (b) to comply with any applicable IGA legislation, a financial institution that enters into an IRS Agreement or is subject to IGA legislation may be required to withhold 30 per cent. from all, or a portion, of certain payments made to persons that fail to provide the financial institution information, consents and forms or other documentation that may be necessary for such financial institution to determine whether such person is compliant with FATCA or otherwise exempt from FATCA withholding. Under FATCA, non-U.S. entities that are not financial institutions may be required to provide information about their substantial U.S. owners in order to avoid withholding.

Under FATCA, withholding is required with respect to payments to persons that are not compliant with FATCA or that do not provide the necessary information, consents or documentation in respect of certain U.S. source payments, as well as (i) in respect of payments of gross proceeds (including principal repayments) from the disposition of property that can produce U.S. source interest or dividends if the disposition generating such proceeds occurs on or after December 31, 2018, and (ii) in respect of "foreign passthru payments" made on or after December 31, 2018 (at the earliest). FATCA withholding in respect of foreign passthru payments is not required for "obligations" that are not treated as equity for

U.S. federal income tax purposes unless such obligations are issued or materially modified after the date that is six months after the date on which the final U.S. Treasury Regulations defining "foreign passthru payments" are filed with the Federal Register. For Warrants that are subject to FATCA withholding solely because they are treated as giving rise to Dividend Equivalent Payments, withholding is not required until six months after the date on which instruments such as the Warrants are first treated as giving rise to Dividend Equivalent Payments, unless the Warrants are materially modified after such date, or the Warrants are treated as equity for U.S. federal tax purposes.

More than 70 jurisdictions (including France and Luxembourg) have signed an IGA with the United States, which modify the way in which FATCA applies in such jurisdictions. If an IGA applies, the Issuer may be required to report certain information on its U.S. account holders to governmental authorities in its local jurisdiction or the United States in order (i) to obtain an exemption from FATCA withholding on payments it receives and (ii) to comply with applicable laws implementing the IGA.. Similar rules will apply to other entities in the payment chain that are located in a jurisdiction having an IGA. It is not yet certain how the United States and the jurisdictions which enter into IGAs will address withholding on "foreign passthru payments" (which may include payments on the Warrants) or if such withholding will be required at all.

If an amount were to be deducted or withheld from any payments on the Warrants as a result of FATCA, none of the Issuer, the Guarantor, any paying agent or any other person would, pursuant to the General Terms and Conditions of the Warrants, be required to pay additional amounts as a result of such deduction or withholding. As a result, investors may receive less payments than otherwise expected.

FATCA IS PARTICULARLY COMPLEX AND ITS APPLICATION TO THE ISSUER, THE WARRANTS AND THE WARRANTHOLDERS IS UNCERTAIN AT THIS TIME. EACH WARRANTHOLDER SHOULD CONSULT ITS OWN TAX ADVISOR TO OBTAIN A MORE DETAILED EXPLANATION OF FATCA AND TO LEARN HOW FATCA MIGHT AFFECT THE WARRANTHOLDER IN ITS PARTICULAR CIRCUMSTANCES.

2.8.2 Dividend Equivalent Payments

U.S. legislation enacted in 2010 imposes a 30% U.S. withholding tax on payments that are directly or indirectly contingent upon, or determined by reference to, the payment of a dividend from sources within the United States (a "**Dividend Equivalent Payment**"). The U.S. Treasury Department has issued final regulations under Section 871(m) of the U.S. Internal Revenue Code which impose U.S. federal withholding tax on "dividend equivalent" payments made on certain financial instruments linked to the stock of U.S. corporations (which the regulations refer to as "specified ELIs") that are owned by non-U.S. holders. The type of payments that constitute Dividend Equivalent Payments subject to this withholding tax is uncertain. Payments on Warrants that are determined (directly or indirectly) by reference to dividend payments made from sources within the United States, could become subject to this withholding tax. Under the final regulations, in certain cases these rules would apply to instruments linked to U.S. stocks even where the instrument does not provide for an explicit dividend-linked payment. However, the final regulations do not apply to "specified ELIs" issued prior to January 1, 2017 (the "Grandfather Date"). Accordingly, with respect to Warrants issued before January 1, 2017, non-U.S. holders of the Warrants will not be subject to tax under Section 871(m) of the Code unless the Warrants are deemed to be wholly or partially reissued for U.S. federal income tax purposes on or after the Grandfather Date, in which case it is possible that the Warrants will be subject to Section 871(m) of the Code. Non-U.S. holders may not be able to claim the benefits of an income tax treaty to reduce this withholding. Neither the Issuer nor any other person shall pay any additional amounts to non-U.S. holders in respect of any U.S. withholding imposed on any Dividend Equivalent Payment. The application and interpretation of the rules governing U.S. withholding tax on Dividend Equivalent Payments (including proposed U.S. Treasury Regulations) are subject to change. Non-U.S. holders should consult their tax advisors about possibility of U.S. withholding on payments made on the Warrants.

2.9 The Netherlands

The following summary outlines certain Netherlands tax consequences of the acquisition, holding, settlement, redemption and disposal of the Warrants, but does not purport to be a comprehensive description of all Netherlands tax considerations in relation thereto. This summary is intended as general information only for holders of Warrants who are residents or deemed residents of the Netherlands for Netherlands tax purposes. Each prospective investor should consult their own professional tax adviser with respect to the tax consequences of the purchase, ownership and disposition of Warrants.

This summary is based on current tax legislation, published case law, tax treaties, regulations and published policy, in each case as in force as of the date of this Base Prospectus, and does not take into account any developments or amendments thereof after that date whether or not such developments or amendments have retroactive effect.

This summary does not address the Netherlands tax consequences for:

- (i) holders of Warrants holding a substantial interest (aanmerkelijk belang) or deemed substantial interest (fictief aanmerkelijk belang) in one of the Issuers and holders of Warrants of whom a certain related person holds a substantial interest in one of the Issuers. Generally speaking, a substantial interest in one of the Issuers arises if a person, alone or, where such person is an individual, together with his or her partner or (blood) relative in a straight line (statutory defined terms), directly or indirectly, holds or is deemed to hold (i) an interest of 5% or more of the total issued capital of an Issuer or of 5% or more of the issued capital of a certain class of shares of an Issuer, (ii) rights to acquire, directly or indirectly, such interest or (iii) certain profit sharing rights in an Issuer;*
- (ii) investment institutions (fiscale beleggingsinstellingen); and*
- (iii) pension funds, exempt investment institutions (vrijgestelde fiscale beleggingsinstellingen) or other entities that are exempt from Netherlands corporate income tax.*

Where this summary refers to "the Netherlands" or "Netherlands", it only refers to the part of the Kingdom of the Netherlands that is situated in Europe.

Where this summary refers to a "holder of Warrants" or "holder", such reference is restricted to a person holding legal title as well as an economic interest in such Warrants.

For the purpose of the Netherlands tax consequences described herein, it is assumed that none of the Issuers is a resident or deemed to be a resident of the Netherlands for Netherlands tax purposes.

2.9.1 Netherlands withholding tax

All payments made by an Issuer under the Warrants may be made free of withholding or deduction for any taxes of whatsoever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein, except where Warrants are issued that are redeemable in exchange for, convertible into or linked to shares or other equity instruments issued or to be issued by any entity related to the Issuer where such entity is a tax resident of The Netherlands for Dutch dividend withholding tax purposes.

2.9.2 Netherlands corporate and individual income tax (residents)

If a holder is a resident or deemed to be a resident of the Netherlands for and is subject to Netherlands corporate income tax (*vennootschapsbelasting*), income derived from the Warrants and gains realised upon the redemption, settlement or disposal of the Warrants are generally taxable in the Netherlands (subject to Netherlands corporate income tax at a rate of 25%; a tax rate of 20% applies to the first € 200,000 of taxable profit).

If a holder is an individual who is a resident or deemed to be a resident of the Netherlands for Netherlands income tax purposes (*inkomstenbelasting*), income derived from the Warrants and gains realised upon the redemption, settlement or disposal of the Warrants are taxable at progressive rates (up to a maximum rate of 52%) under the Netherlands income tax act 2001 (*Wet inkomstenbelasting 2001*), if:

- (i) the holder is an entrepreneur (*ondernemer*) and has an enterprise to which the Warrants are attributable or the holder has, other than as a shareholder, a co-entitlement to the net worth of an enterprise (*medegerechtigde*), to which enterprise the Warrants are attributable; or
- (ii) such income or gains qualify as taxable income from miscellaneous activities (*belastbaar resultaat uit overige werkzaamheden*), which include the performance of activities with respect to the Warrants that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*).

If neither condition 2.8.2 (i) nor condition 2.8.2 (ii) applies to the holder of the Warrants, who is an individual, such holder will not be liable to income tax on the actual income and the actual gains realised on the Warrants. Instead, such holder will be taxed at a flat rate of 30% on a deemed return from savings and investments (*sparen en beleggen*). This deemed return from savings and investments amounts to 4% of the individual's yield basis (*rendementsgrondslag*) at the beginning of the calendar year, insofar as the individual's yield basis exceeds a certain threshold (in 2016 this threshold amounts to EUR 24,437 per person per annum). The fair market value of the Warrants will be included in the holder's yield basis.

A law has been enacted, pursuant to which beginning on 1 January 2017 the rules concerning the aforementioned taxation on the deemed return from savings and investments will be amended. As a result, the deemed return will no longer be fixed at 4 per cent., but instead a variable return between, as currently proposed, 2.9% and 5.5% (depending on the amount of the individual holder's net investment assets for the year) will be applied. Following 2017, it is intended that the deemed return will be adjusted annually. However, at the request of the Dutch Parliament the Dutch Ministry of Finance will also review, during the course of 2016, whether the taxation can be based on the actual income and/or gains realised in respect of assets (such as the Warrants) instead of a deemed return.

2.9.3 Netherlands corporate and individual income tax (non-residents)

A holder who is not a resident of the Netherlands, nor deemed to be a resident, is not taxable on income derived from the Warrants and capital gains realised upon the disposal or redemption of the Warrants, provided that:

- (i) such holder does not have an enterprise or an interest in an enterprise which, in whole or in part, is carried on through a permanent establishment, or a deemed permanent establishment or a permanent representative in the Netherlands to which enterprise or part of an enterprise, as the case may be, the Warrants are attributable,
- (ii) the Warrants are not attributable to the assets of an enterprise that is effectively managed in the Netherlands, with respect to which enterprise, such holder is entitled to a share in its profits, other than by way of securities or if such holder is an individual, pursuant to the terms of an employment contract,

and in addition for individuals only:

- (iii) such holder does not derive income and/or realise capital gains on the Warrants that are regarded as taxable income from miscellaneous activities (*belastbaar resultaat uit overige werkzaamheden*).

2.9.4 *Netherlands gift and inheritance tax*

No Netherlands gift or inheritance taxes will arise on the transfer of Warrants by way of gift by, or on the death of, a holder of Warrants who is neither a resident nor deemed to be a resident in the Netherlands, unless:

- (i) in case of a gift of the Warrants under a suspensive condition by an individual who at the date of the gift was neither a resident nor deemed to be a resident in the Netherlands, such individual is resident or deemed to be a resident in the Netherlands at the date of (i) the fulfilment of the condition or (ii) his/her death and the condition of the gift is fulfilled after the date of his/her death;
- (ii) in case of a gift of Warrants by an individual who at the date of the gift or, in case of a gift under a suspensive condition, at the date of the fulfilment of the condition was neither a resident nor deemed to be a resident in the Netherlands, such individual dies within 180 days after the date of the gift or the fulfilment of the condition, while being a resident or deemed to be a resident in the Netherlands;

and no exemption applies.

For purposes of Netherlands gift and inheritance taxes, among others, a person that holds the Netherlands nationality will be deemed to be a resident in the Netherlands if such person has been resident in the Netherlands at any time during the 10 years preceding the date of the gift or his/her death. Additionally, for purposes of Netherlands gift tax, among others, a person not holding the Netherlands nationality will be deemed to be a resident in the Netherlands if such person has been a resident in the Netherlands at any time during the 12 months preceding the date of the gift. Applicable tax treaties may override deemed residency.

2.9.5 *Netherlands value added tax*

There is no Netherlands value added tax payable by a holder of Warrants on payments in consideration for the issue or transfer of the Warrants.

2.9.6 *Other Netherlands taxes and duties*

No Netherlands registration tax, capital tax, transfer tax, stamp duty or other similar documentary taxes or duties will be payable in the Netherlands on the subscription, issue, placement, allotment, delivery or transfer of the Warrants, unless the Warrants would represent an interest in real estate, or certain rights over such real estate, situated in the Netherlands.

SUBSCRIPTION, SALE AND TRANSFER RESTRICTIONS

The Dealers have in a programme agreement dated on or about 6 July 2016 (the **Programme Agreement**)), agreed with the Issuers and the Guarantor a basis upon which they (or any one of them) may from time to time agree to purchase Warrants. Any such agreement will extend to those matters stated under "Form of the Warrants" and in the General Terms and Conditions of the Warrants above. In the Programme Agreement, the Issuers have jointly and severally agreed to reimburse the Dealers for certain of their expenses in connection with the establishment and any future update of the Programme and the issue of Warrants under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith.

The following selling restrictions may be modified by the relevant Issuer and the relevant Purchaser(s) following a change in the relevant law, regulation or directive and in certain other circumstances as may be agreed between the relevant Issuer and the relevant Purchaser(s). Any such modification will be set out in the syndication agreement (if applicable) in respect of the Issue to which it is related or in a Supplement to this Base Prospectus.

1. UNITED STATES TRANSFER RESTRICTIONS

As a result of the following restrictions, purchasers of Warrants are advised to consult legal counsel prior to making any purchase, offer, sale, resale or other transfer of such Warrants. Warrants previously issued by the relevant Issuer may be subject to different selling and transfer restrictions.

Each purchaser of Warrants, or person wishing to transfer an interest in Warrants will be deemed or required, as the case may be, to acknowledge, represent and agree as follows:

- (a) that it is a Permitted Transferee located outside the United States at the time the buy order for the Warrants was originated and continues to be a Permitted Transferee located outside the United States and has not purchased the Warrants for the benefit of any person in the United States or any person that is not a Permitted Transferee or entered into any arrangement for the transfer of the Warrants to any person in the United States or to any person that is not a Permitted Transferee;
- (b) that the Warrants and any Guarantee have not been and will not be registered under the Securities Act or any other applicable U.S. state securities laws and may not, at any time, be held by, or on behalf of, persons other than Permitted Transferees;
- (c) that, if in the future it decides to resell, pledge or otherwise transfer the Warrants or any beneficial interest in the Warrants, it will do so only outside the United States in an offshore transaction in compliance with Rule 903 or Rule 904 under the Securities Act to a Permitted Transferee;
- (d) that, unless the Final Terms specify that IRS U.S. Person is also applicable, or in case of SGI Index Linked Warrants, Advised SGI Index is applicable or in case of Portfolio Linked Warrants, Dynamic Portfolio is applicable, Warrants will bear a legend to the following effect unless agreed to by the Issuer:

"THIS SECURITY AND ANY GUARANTEE THEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES ACT), OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS. ACCORDINGLY, THIS SECURITY AND ANY INTEREST THEREIN MAY NOT BE OFFERED OR SOLD EXCEPT AS SET OUT BELOW.

THIS SECURITY IS BEING OFFERED AND SOLD IN RELIANCE ON REGULATION S UNDER THE SECURITIES ACT. THIS SECURITY, OR ANY INTEREST HEREIN, MAY NOT AT ANY TIME BE

OFFERED, SOLD, RESOLD, TRADED, PLEDGED, REDEEMED, TRANSFERRED OR DELIVERED, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, (A) A "U.S. PERSON" MEANING A U.S. PERSON AS DEFINED IN REGULATION S (REGULATION S U.S. PERSON) AND (B) A PERSON WHO COMES WITHIN ANY DEFINITION OF U.S. PERSON FOR THE PURPOSES OF THE U.S. COMMODITY EXCHANGE ACT OF 1936, AS AMENDED OR THE RULES THEREUNDER (CFTC RULES) OF THE COMMODITY FUTURES TRADING COMMISSION. (FOR THE AVOIDANCE OF DOUBT, ANY PERSON WHO IS NOT A "NON-UNITED STATES PERSON" DEFINED UNDER CFTC RULE 4.7(a)(1)(iv), BUT EXCLUDING, FOR PURPOSES OF SUBSECTION (D) THEREOF, THE EXCEPTION FOR QUALIFIED ELIGIBLE PERSONS WHO ARE NOT "NON-UNITED STATES PERSONS," SHALL BE CONSIDERED A U.S. PERSON) (PERMITTED TRANSFEREES) AND ANY OFFER, SALE, RESALE, TRADE, PLEDGE, REDEMPTION, TRANSFER OR DELIVERY MADE, DIRECTLY OR INDIRECTLY, WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A PERSON THAT IS NOT A PERMITTED TRANSFEREE WILL NOT BE RECOGNISED. THIS SECURITY OR ANY INTEREST HEREIN, MAY NOT BE LEGALLY OR BENEFICIALLY OWNED AT ANY TIME BY ANY PERSON THAT IS NOT A PERMITTED TRANSFEREE AND ACCORDINGLY IS BEING OFFERED AND SOLD OUTSIDE THE UNITED STATES IN OFFSHORE TRANSACTIONS TO PERSONS THAT ARE PERMITTED TRANSFEREES IN RELIANCE ON REGULATION S.

BY ITS PURCHASE OF THIS SECURITY OR ANY INTEREST HEREIN, EACH PURCHASER WILL BE DEEMED OR REQUIRED, AS THE CASE MAY BE, TO HAVE AGREED THAT IT MAY NOT RESELL OR OTHERWISE TRANSFER THIS SECURITY OR ANY INTEREST HEREIN HELD BY IT EXCEPT OUTSIDE THE UNITED STATES IN AN OFFSHORE TRANSACTION TO A PERMITTED TRANSFEREE. EACH HOLDER OF AN INTEREST IN THE WARRANTS AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. TRANSFERS IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE OR EFFECT, WILL BE VOID *AB INITIO*, AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSFEREE.

THE ISSUER HAS THE RIGHT TO REFUSE TO HONOUR A TRANSFER OF ANY INTEREST IN THIS WARRANT TO A PERSON THAT IS NOT A PERMITTED TRANSFEREE. THE ISSUER RESERVES THE RIGHT TO REDEEM OR TRANSFER ON BEHALF OF THE HOLDER ANY WARRANT THAT IS HELD BY A PERSON THAT IS NOT A PERMITTED TRANSFEREE OR OTHERWISE SOLD OR TRANSFERRED IN VIOLATION OF THE RESTRICTIONS SET OUT HEREIN. NO PAYMENTS WILL BE MADE ON THE AFFECTED WARRANTS FROM THE DATE NOTICE OF THE SALE REQUIREMENT IS SENT TO THE DATE ON WHICH THE AFFECTED WARRANTS ARE SOLD. THERE CAN BE NO ASSURANCE THAT A HOLDER OF WARRANTS, OR AN INTEREST THEREIN, WHO IS REQUIRED TO SELL WARRANTS, OR WHOSE WARRANTS ARE SOLD ON ITS BEHALF (IN THIS WAY) WILL NOT INCUR A SIGNIFICANT LOSS AS A RESULT OF THE NEED FOR THE ISSUER, OR FOR THE TRANSFEROR, TO FIND A PERMITTED TRANSFEREE WILLING TO PURCHASE THE WARRANTS. NEITHER THE ISSUER NOR ANY OTHER PERSON SHALL BE LIABLE TO A HOLDER FOR ANY SUCH LOSS.

EACH PURCHASER OF THIS WARRANT OR ANY INTEREST HEREIN UNDERSTANDS THAT THE ISSUER MAY RECEIVE A LIST OF PARTICIPANTS HOLDING POSITIONS IN THE WARRANTS FROM ONE OR MORE BOOK-ENTRY DEPOSITORIES.

THIS SECURITY AND RELATED DOCUMENTATION (INCLUDING, WITHOUT LIMITATION, THE AGENCY AGREEMENT REFERRED TO HEREIN) MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, WITHOUT THE CONSENT OF, BUT UPON NOTICE TO, THE HOLDERS OF SUCH SECURITIES SENT TO THEIR REGISTERED ADDRESSES, TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR RESALES AND OTHER TRANSFERS OF THIS SECURITY TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO RESALES OR OTHER TRANSFERS OF RESTRICTED SECURITIES

GENERALLY. THE HOLDER OF THIS SECURITY SHALL BE DEEMED, BY ITS ACCEPTANCE OR PURCHASE HEREOF, TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT (EACH OF WHICH SHALL BE CONCLUSIVE AND BINDING ON THE HOLDER HEREOF AND ALL FUTURE HOLDERS OF THIS SECURITY AND ANY INTEREST THEREIN AND ANY SECURITIES ISSUED IN EXCHANGE OR SUBSTITUTION THEREFOR, WHETHER OR NOT ANY NOTATION THEREOF IS MADE HEREON).";

In case of SGI Index Linked Warrants, Advised SGI Index is applicable or in case of Portfolio Linked Warrants Dynamic Portfolio is applicable or if the applicable Final Terms specify that IRS U.S. Person is also applicable:

"THIS SECURITY AND ANY GUARANTEE THEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES ACT), OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS. ACCORDINGLY, THIS SECURITY AND ANY INTEREST THEREIN MAY NOT BE OFFERED OR SOLD EXCEPT AS SET OUT BELOW.

THIS SECURITY IS BEING OFFERED AND SOLD IN RELIANCE ON REGULATION S UNDER THE SECURITIES ACT. THIS SECURITY, OR ANY INTEREST HEREIN, MAY NOT AT ANY TIME BE OFFERED, SOLD, RESOLD, TRADED, PLEDGED, REDEEMED, TRANSFERRED OR DELIVERED, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, (A) A "U.S. PERSON" MEANING A U.S. PERSON AS DEFINED IN REGULATION S (REGULATION S U.S. PERSON) AND U.S. PERSON AS DEFINED IN PARAGRAPH 7701(a)(30) OF THE INTERNAL REVENUE CODE (IRS U.S. PERSON) (II) AND (B) A PERSON WHO COMES WITHIN ANY DEFINITION OF U.S. PERSON FOR THE PURPOSES OF THE U.S. COMMODITY EXCHANGE ACT OF 1936, AS AMENDED OR THE RULES THEREUNDER (CFTC RULES) OF THE COMMODITY FUTURES TRADING COMMISSION. (FOR THE AVOIDANCE OF DOUBT, ANY PERSON WHO IS NOT A "NON-UNITED STATES PERSON" DEFINED UNDER CFTC RULE 4.7(a)(1)(iv), BUT EXCLUDING, FOR PURPOSES OF SUBSECTION (D) THEREOF, THE EXCEPTION FOR QUALIFIED ELIGIBLE PERSONS WHO ARE NOT "NON-UNITED STATES PERSONS," SHALL BE CONSIDERED A U.S. PERSON) (PERMITTED TRANSFEREES) AND ANY OFFER, SALE, RESALE, TRADE, PLEDGE, REDEMPTION, TRANSFER OR DELIVERY MADE, DIRECTLY OR INDIRECTLY, WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A PERSON THAT IS NOT A PERMITTED TRANSFEREE WILL NOT BE RECOGNISED. THIS SECURITY OR ANY INTEREST HEREIN, MAY NOT BE LEGALLY OR BENEFICIALLY OWNED AT ANY TIME BY ANY PERSON THAT IS NOT A PERMITTED TRANSFEREE AND ACCORDINGLY IS BEING OFFERED AND SOLD OUTSIDE THE UNITED STATES IN OFFSHORE TRANSACTIONS TO PERSONS THAT ARE PERMITTED TRANSFEREES IN RELIANCE ON REGULATION S.

BY ITS PURCHASE OF THIS SECURITY OR ANY INTEREST HEREIN, EACH PURCHASER WILL BE DEEMED OR REQUIRED, AS THE CASE MAY BE, TO HAVE AGREED THAT IT MAY NOT RESELL OR OTHERWISE TRANSFER THIS SECURITY OR ANY INTEREST HEREIN HELD BY IT EXCEPT OUTSIDE THE UNITED STATES IN AN OFFSHORE TRANSACTION TO A PERMITTED TRANSFEREE. EACH HOLDER OF AN INTEREST IN THE WARRANTS AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. TRANSFERS IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE OR EFFECT, WILL BE VOID *AB INITIO*, AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSFEREE.

THE ISSUER HAS THE RIGHT TO REFUSE TO HONOUR A TRANSFER OF ANY INTEREST IN THIS WARRANT TO A PERSON THAT IS NOT A PERMITTED TRANSFEREE. THE ISSUER RESERVES THE RIGHT TO REDEEM OR TRANSFER ON BEHALF OF THE HOLDER ANY WARRANT THAT IS HELD BY A PERSON THAT IS NOT A PERMITTED TRANSFEREE OR OTHERWISE SOLD OR TRANSFERRED IN VIOLATION OF THE RESTRICTIONS SET OUT HEREIN. NO PAYMENTS WILL

BE MADE ON THE AFFECTED WARRANTS FROM THE DATE NOTICE OF THE SALE REQUIREMENT IS SENT TO THE DATE ON WHICH THE AFFECTED WARRANTS ARE SOLD. THERE CAN BE NO ASSURANCE THAT A HOLDER OF WARRANTS, OR AN INTEREST THEREIN, WHO IS REQUIRED TO SELL WARRANTS, OR WHOSE WARRANTS ARE SOLD ON ITS BEHALF (IN THIS WAY) WILL NOT INCUR A SIGNIFICANT LOSS AS A RESULT OF THE NEED FOR THE ISSUER, OR FOR THE TRANSFEROR, TO FIND A PERMITTED TRANSFEREE WILLING TO PURCHASE THE WARRANTS. NEITHER THE ISSUER NOR ANY OTHER PERSON SHALL BE LIABLE TO A HOLDER FOR ANY SUCH LOSS.

EACH PURCHASER OF THIS WARRANT OR ANY INTEREST HEREIN UNDERSTANDS THAT THE ISSUER MAY RECEIVE A LIST OF PARTICIPANTS HOLDING POSITIONS IN THE WARRANTS FROM ONE OR MORE BOOK-ENTRY DEPOSITORIES.

THIS SECURITY AND RELATED DOCUMENTATION (INCLUDING, WITHOUT LIMITATION, THE AGENCY AGREEMENT REFERRED TO HEREIN) MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, WITHOUT THE CONSENT OF, BUT UPON NOTICE TO, THE HOLDERS OF SUCH SECURITIES SENT TO THEIR REGISTERED ADDRESSES, TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR RESALES AND OTHER TRANSFERS OF THIS SECURITY TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO RESALES OR OTHER TRANSFERS OF RESTRICTED SECURITIES GENERALLY. THE HOLDER OF THIS SECURITY SHALL BE DEEMED, BY ITS ACCEPTANCE OR PURCHASE HEREOF, TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT (EACH OF WHICH SHALL BE CONCLUSIVE AND BINDING ON THE HOLDER HEREOF AND ALL FUTURE HOLDERS OF THIS SECURITY AND ANY INTEREST THEREIN AND ANY SECURITIES ISSUED IN EXCHANGE OR SUBSTITUTION THEREFOR, WHETHER OR NOT ANY NOTATION THEREOF IS MADE HEREON).";

- (e) that the Issuer and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of such acknowledgements, representations or agreements made by it are no longer accurate, it shall promptly notify the Issuer; and if it is acquiring any Warrants as a fiduciary or agent for one or more accounts it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account;
- (f) that the Issuer has the right to refuse to honour the transfer of any interest in the Warrants to a person that is not a Permitted Transferee and the Issuer reserves the right to redeem, or transfer on behalf of the holder any Warrant that is held by, or for the account or benefit of, any person that is not a Permitted Transferee. No payments will be made on the affected Warrants from the date notice of the sale requirement is sent to the date on which the affected Warrants are sold. There can be no assurance that a holder of Warrants, or an interest therein, who is required to sell Warrants, or whose Warrants are sold on its behalf (in this way) will not incur a significant loss as a result of the need for the Issuer, or for the transferor, to find a Permitted Transferee willing to purchase the Warrants. Neither the Issuer nor any other party shall be liable to a holder for any such loss;
- (g) that the Issuer may receive a list of participants holding positions in the Warrants from one or more book-entry depositories; and

that it will, and will require each subsequent holder to, notify any purchaser of the Warrants from it of the representations and resale restrictions referred to in the foregoing paragraphs, and include as part of such transaction any legends or other disclosure required by such restrictions.

2. SELLING RESTRICTIONS: JURISDICTIONS OUTSIDE THE EUROPEAN ECONOMIC AREA (EEA)

2.1 Australia

No prospectus or other disclosure document (as defined in the Corporations Act 2001 of Australia (the Corporations Act)) in relation to the Programme or any Warrants has been or will be lodged with the Australian Securities and Investments Commission (ASIC). Each Dealer has represented and agreed and each further Dealer appointed under the Programme and each other Purchaser will be required to represent and agree that unless the relevant Final Terms otherwise provides, it:

- (a) has not offered or invited applications, and will not offer or invite applications for the issue, sale or purchase of the Warrants in Australia (including an offer or invitation which is received by a person in Australia); and
- (b) has not distributed or published, and will not distribute or publish, any draft, preliminary or definitive Base Prospectus or any other offering material or advertisement relating to any Warrants in Australia,

unless (i) the aggregate consideration payable by each offeree is at least AUD\$500,000 (or its equivalent in other currencies but disregarding moneys lent by the offeror or its associates (as defined in the Corporations Act)) or the offer or invitation otherwise does not require disclosure to investors under Part 6D.2 or 7.9 of the Corporations Act, (ii) such action complies with all applicable laws, regulations and directives in Australia (including without limitation the licensing regulations in Chapter 7 of the Corporations Act), and does not require any document to be lodged with ASIC and (iii) the offer or invitation is not made to a person in Australia who is a "retail client" for the purposes of Section 761G of the Corporations Act.

2.2 Hong Kong

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has not offered or sold and will not offer to or sell in Hong Kong, by means of any document, any Warrants (for the purposes of this sub-paragraph (a), except for Warrants which are a shall exclude any "structured product" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong) ("**Securities and Futures Ordinance**") other than (i) to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance; or (ii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and
- (b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Warrants, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Warrants which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

This document has not been delivered for registration to the Registrar of Companies in Hong Kong nor has its content been reviewed by any regulatory authority in Hong Kong.

2.3 Singapore

The Dealer has represented and agreed that this Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, the Dealer has represented, warranted and agreed that it has not offered or sold any Warrants or caused such Warrants to be the subject of an invitation for subscription or purchase, and will not offer or sell any Warrants or cause such Warrants to be made the subject of an invitation for subscription or purchase, nor has it circulated or distributed, nor will it circulate or distribute, this Base Prospectus or any document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Warrants, whether directly or indirectly, to persons in Singapore other than:

- (a) to an institutional investor (as defined in Section 4A of the Securities and Futures Act, Chapter 289 of Singapore (the **SFA**)) pursuant to Section 274 of the SFA;
- (b) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA; or
- (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provisions of the SFA.

Where the Warrants are acquired under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Warrants pursuant to an offer made under Section 275 of the SFA except:

- (a) to an institutional investor (under Section 274 of the SFA) or to a relevant person as defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (b) where no consideration is or will be given for the transfer;
- (c) where the transfer is by operation of law;
- (d) as specified in Section 276(7) of the SFA; or
- (e) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

2.4 Switzerland

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme and each other Purchaser will be deemed to represent and agree, that the Warrants must not be publicly offered, sold or advertised, directly or indirectly, in or from Switzerland, and in addition, the Warrants may be distributed in or from Switzerland exclusively to Qualified Investors as defined by article 10 CISA and related provisions of the Collective Investment Scheme Ordinance and in strict compliance with applicable Swiss law and regulations. The Warrants will not be listed on SIX Swiss Exchange or on any other exchange or regulated trading facility in Switzerland. Neither this document, nor any other offering or marketing material relating to the Warrants constitutes a prospectus as such term is understood pursuant to article 652a or article 1156 of the Swiss Code of Obligations or a listing prospectus pursuant

to the listing rules of SIX Swiss Exchange or any other exchange or regulated trading facility in Switzerland or a simplified prospectus or a prospectus as such terms are defined in the CISA. Neither the applicable Final Terms nor any other marketing material relating to the Warrants may be distributed to non-Qualified Investors or otherwise made publicly available in Switzerland.

3. SELLING RESTRICTIONS: JURISDICTIONS WITHIN THE EEA

The selling restrictions below may not be applicable in the context of a public offer, in which case appropriate modifications will be made in the applicable Final Terms.

3.1 Public Offer Selling Restriction under the Prospectus Directive

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme and each other Purchaser will be required to represent and agree, that it has not made and will not make an offer of Warrants which are the subject of the offering contemplated by the Base Prospectus as completed by the Final Terms in relation thereto to the public in a Member State of the European Economic Area (a **Member State**), except that it may make an offer of such Warrants to the public in that Member State:

- (a) if the final terms in relation to the Warrants specify that an offer of those Warrants may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Member State (a **Non-exempt Offer**), following the date of publication of a prospectus in relation to such Warrants which has been approved by the competent authority in that Member State or, where appropriate, approved in another Member State and notified to the competent authority in that Member State, provided that (i) the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer and (ii) any such prospectus has subsequently been completed by the final terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable;
- (b) at any time to any legal entity which is a qualified investor as defined under the Prospectus Directive;
- (c) at any time to fewer than 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (d) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Warrants referred to in (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expressions (i) "**offer of Warrants to the public**" in relation to any Warrants in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Warrants to be offered so as to enable an investor to decide to purchase or subscribe the Warrants, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and (ii) "**Prospectus Directive**" means Directive 2003/71/EC of the European Parliament and of the Council dated 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading, as amended.

3.2 France

In relation to any Warrants, each of the Dealers and the Issuers has represented and agreed that, and each further Dealer appointed under the Programme and each other Purchaser will be required to represent and agree that:

3.2.1 Offer to the public in France:

it has only made and will only make an offer of Warrants to the public in France in the period beginning and ending on the dates specified for such purpose in the applicable Final Terms relating to such Warrants which have been duly published and which specify that offers may be made to the public in France, all in accordance with the Prospectus Directive and the French Code monétaire et financier; or

3.2.2 Private placement in France:

it has not offered or sold and will not offer or sell, directly or indirectly, Warrants to the public in France and it has not distributed or caused to be distributed and will not distribute or cause to be distributed, to the public in France, this Base Prospectus, the applicable Final Terms or any other offering material relating to the Warrants and such offers, sales and distributions have been and will be made in France only to: (a) persons providing investment services relating to portfolio management for the account of third parties; and/or (b) qualified investors (*investisseurs qualifiés*) acting for their own account; and/or (c) a restricted circle of investors provided that these investors are acting for their own account, all as defined in, and in accordance with, Articles L.411-1, L.411-2, D.411-1 and D.411-4 of the French Code monétaire et financier.

3.3 Germany

Each Dealer has represented and agreed and each further Dealer appointed under the Programme and each other Purchaser will be required to represent and agree, that the Registered Warrants have not been and will not be offered or sold or publicly promoted or advertised by it in Germany other than in compliance with the provisions of the German Asset Investment Act (*Vermögensanlagengesetz*), or of any other laws applicable in Germany governing the issue, offering and sale of securities.

3.4 Spain

The Warrants can only be marketed in Spain in compliance with Royal Legislative Decree 4/2015, of 23 October, approving the Restated Text of the Spanish Securities Market Law and Royal Decree 1310/2005 (each as amended or supplemented from time to time) and any other applicable laws and regulations enacted thereunder or in substitution thereof from time to time, in every matter that could affect the selling or any other issue related to the Warrants, and specially the rules applicable to misconduct in capital markets and money-laundering.

3.5 Sweden

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme and each other Purchaser will be required to represent and agree, that the Warrants have not been offered or sold and will not be offered, sold or delivered directly or indirectly in the Kingdom of Sweden by way of a public offering, unless in compliance with the Swedish Securities Trading Act, (SFS 1991:980) (*Sw. lag (1991:980) om handel med finansiella instrument*) as amended from time to time.

3.6 United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme and each other Purchaser will be required to represent and agree, that:

- (i) it has only communicated or caused to be communicated, and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act

2000 (the **FSMA**)) received by it in connection with the issue or sale of any Warrants in circumstances in which Section 21(1) of the FSMA would not, if the Issuer was not an authorised person, apply to the Issuer; and

- (ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Warrants in, from or otherwise involving the United Kingdom.

3.7 Ireland

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (i) it will not underwrite the issue of, or place Warrants in Ireland otherwise than in conformity with the provisions of the European Communities (Markets in Financial Instruments) Regulations 2007 (Nos. 1 to 3), and any codes of conduct or rules issued in connection therewith and any conditions, requirements or other enactments imposed or approved by the Central Bank of Ireland, and the provisions of the Irish Investor Compensation Act 1998;
- (ii) it will not underwrite the issue of, or place Warrants otherwise than in conformity with the provisions of the Irish Central Bank Acts 1942 – 2014 and any codes of practice made under section 117(1) of the Irish Central Bank Act 1989;
- (iii) it will not underwrite the issue of, or place, or do anything in Ireland in respect of Warrants otherwise than in conformity with the provisions of the Prospectus (Directive 2003/71/EC) Regulations 2005 (as amended) and any rules issued in connection therewith by the Central Bank of Ireland;
- (iv) it will not underwrite the issue of, or place, or do anything in Ireland in respect of Warrants otherwise than in conformity with the provisions of the Market Abuse (Directive 2003/6/EC) Regulations 2005 (as amended) and any rules issued in connection therewith by the Central Bank of Ireland; and
- (v) it will ensure that no Warrants will be offered or sold in Ireland with a maturity of less than 12 months except in full compliance with Notice BSD C 01/02 issued by the Central Bank of Ireland.

3.8 Italy

3.8.1 The offering of the Warrants has not been registered with the *Commissione Nazionale per le Società e la Borsa (CONSOB)* pursuant to Italian securities legislation and, accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that no Warrants may be offered, sold or delivered, nor may copies of the Base Prospectus (including the applicable Final Terms) or of any other document relating to the Warrants be distributed in the Republic of Italy, except:

- (a) to qualified investors (*investitori qualificati*), as defined pursuant to article 100 of the Italian Financial Services Act and article 34-ter, first paragraph, letter b of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time (**Regulation No. 11971**); or
- (b) if it is specified within the relevant Final Terms that a Non-exempt Offer may be made in the Republic of Italy, that each Dealer may offer, sell or deliver Warrants or distribute copies of any prospectus relating to such Warrants, provided that such prospectus has been (i) approved in another Relevant Member State and notified to CONSOB, and (ii) completed by final terms (if applicable) expressly contemplating such Non-exempt Offer, in an offer of financial products to the public in the period commencing on the date of approval of such prospectus, in accordance with the Prospectus Directive, as implemented in the Republic of Italy under the Italian

Financial Services Act and Regulation No. 11971, until 12 months after the date of approval of such prospectus; or

- (c) in any other circumstances which are exempted from the rules on public offerings pursuant to article 100 of the Italian Financial Services Act and article 34-*ter* of Regulation No. 11971.

In any event, any offer, sale or delivery of the Warrants or distribution of copies of the Base Prospectus (including the applicable Final Terms) or any other document relating to the Warrants in the Republic of Italy under (a), (b) or (c) above must be:

- (i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Italian Financial Services Act, CONSOB Regulation No. 16190 of 29 October 2007 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the **Italian Banking Act**);
- (ii) in compliance with article 129 of the Italian Banking Act, as amended, and the implementing guidelines of the Bank of Italy, as amended from time to time, pursuant to which the Bank of Italy may request post-offering information on the issue or the offer of securities in the Republic of Italy; and
- (iii) in compliance with any other applicable laws and regulations or requirement which may be imposed from time to time by CONSOB or any other Italian competent authority

3.8.2 Provisions relating to the secondary markets in Italy

Investors should note that, in accordance with article 100-bis of the Italian Financial Services Act, where no exemption from the rules on public offerings applies under paragraphs (a) and (c) above, the subsequent distribution of the Warrants on the secondary market in Italy must be made in compliance with the public offer and the prospectus requirement rules provided under the Italian Financial Services Act and the Regulation No. 11971. Furthermore, where no exemption from the rules on public offerings applies, the Warrants which are initially offered and placed in Italy or abroad to qualified investors only but in the following year are "systematically" distributed on the secondary market in Italy become subject to the public offer and the prospectus requirement rules provided under the Italian Financial Services Act and Regulation No. 11971. Failure to comply with such rules may result in the sale of such Warrants being declared null and void and in the liability of the intermediary transferring the financial instruments for any damages suffered by the purchasers of Warrants who are acting outside of the course of their business or profession.

3.9 Norway

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme and each other Purchaser will be required to represent and agree, that the Warrants have not been offered or sold and will not be offered, sold or delivered directly or indirectly in the Kingdom of Norway by way of a public offering, unless in compliance with the Norwegian Securities Trading Act (No. Lov av 29. juni 2007 nr 75 om verdipapirhandel) and the Norwegian Securities Trading Regulations (No. forskrift av 29. Juni 2007 nr 876 til verdipapirhandelloven (verdipapirforskriften)), as amended from time to time.

3.10 Finland

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme and each other Purchaser will be required to represent and agree, that the Warrants have not been offered or sold and will not be offered, sold or delivered directly or indirectly in Finland by way of a public offering, unless in compliance with the Finnish Securities Markets Act (Fi. Arvopaperimarkkinalaki, 746/2012), as amended from time to time and any regulations issued in connection thereto.

3.10 Netherlands

For selling restrictions in respect of The Netherlands, see "*Public Offer Selling Restriction under the Prospectus Directive*" above. In addition, each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it will not make an offer of Warrants which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms to the public in The Netherlands in reliance on Article 3(2) of the Prospectus Directive unless such offer is made exclusively to any persons or entities which are qualified investors (as defined in the Dutch Financial Supervision Act (*Wet op het financieel toezicht*)).

3.11 General

Each Dealer has agreed, and each further Dealer appointed under the Programme and each other Purchaser will be required to agree, that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Warrants or possesses or distributes the Base Prospectus or any offering material, and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Warrants under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries, and none of the Issuers, the Guarantor or any other Dealer shall have any responsibility therefor.

None the Issuers, the Guarantor or any of the Dealers represents that Warrants may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

GENERAL INFORMATION

1. AUTHORISATION

1.1 Société Générale

No authorisation procedures are required of Société Générale by French law for the update of the Programme or the giving of the guarantees in respect of the Programme. However, to the extent that Warrants issued by Société Générale under the Programme may constitute *obligations* under French law, the issue of such Warrants will be authorised in accordance with French law.

1.2 SG Issuer

The update of the Programme and the issue of Warrants by SG Issuer will be authorised in accordance with Luxembourg law and its by-laws.

1.3 Société Générale Effekten GmbH

No specific resolutions, authorizations or approvals by the Issuer's corporate bodies are required for the update of the Programme and the issue of Warrants under the Programme.

2. CREDIT RATINGS

SG Issuer and Société Générale Effekten GmbH are not rated.

At the date of this Base Prospectus, Société Générale is rated:

"A (high) par DBRS: The DBRS® long-term rating scale provides an opinion on the risk of default on a scale of 'AAA' to 'D'. 'AA' ratings denote superior credit quality. The capacity for payment of financial obligations is considered high. Credit quality differs from 'AAA' only to a small degree. Unlikely to be significantly vulnerable to future events. All rating categories other than 'AAA' and 'D' also contain subcategories "(high)" and "(low)". The absence of either a "(high)" or "(low)" designation indicates the rating is in the middle of the category.

"A" par Fitch Ratings: An Issuer Default Rating at Fitch Ratings provides an ordinal ranking of issuers, on a scale of 'AAA' to 'D', based on the agency's view of their relative vulnerability to default, rather than a prediction of a specific percentage likelihood of default. 'A' ratings denote expectations of low default risk. The capacity for payment of financial commitments is considered strong. This capacity may, nevertheless, be more vulnerable to adverse business or economic conditions than is the case for higher ratings. The modifiers "+" or "-" may be appended to a rating to denote relative status within major rating categories.

"A2" par Moody's Investors Services: Ratings assigned on Moody's global long-term and short-term rating scales are forward-looking opinions of the relative credit risks of financial obligations issued by financial institutions on a scale of 'Aaa' to 'C'. Obligations rated 'A' are judged to be upper-medium grade and are subject to low credit risk. Moody's appends numerical modifiers 1, 2, and 3 to each generic rating classification from 'Aa' through 'Caa'. The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category.

"A" par Standard and Poor's: A Standard & Poor's issue credit rating is a forward-looking opinion on a scale of 'AAA' to 'D' about the creditworthiness of an obligor with respect to a specific financial obligation, a specific class of financial obligations, or a specific financial program. The opinion reflects Standard & Poor's view of the obligor's capacity and willingness to meet its financial commitments as they come due, and may assess terms, such as collateral security and subordination, which could affect

ultimate payment in the event of default. An obligation rated 'A' is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher-rated categories. However, the obligor's capacity to meet its financial commitment on the obligation is still strong. The ratings from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

As at the date of this Base Prospectus, each of DBRS Ratings Limited, Moody's France S.A.S., Fitch France S.A.S. and Standard & Poor's Credit Market Services S.A.S. is established in the European Union and is registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council dated 16 September 2009 (as amended) and is included in the list of credit rating agencies registered in accordance with the CRA Regulation published on the website of the European Securities and Markets Authority (www.esma.europa.eu).

3. LISTING AND ADMISSION TO TRADING

- 3.1** Application has been made to the CSSF to approve this document as a base prospectus. Application has also been made to the Luxembourg Stock Exchange for Warrants issued under the Programme during the period of 12 months from the date of this Base Prospectus to be admitted to trading on the Luxembourg Stock Exchange's regulated market and the Euro MTF and to be listed on the official list of the Luxembourg Stock Exchange. The Luxembourg Stock Exchange's regulated market is a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2004/39/EC) of 21 April 2004 (as amended). The Euro MTF is not a regulated market within the meaning of the Markets in Financial Instrument Directive 2004/39/EC of 21 April 2004 (as amended) but it is subject to the supervision of the CSSF.
- 3.2** The Programme provides that Warrants may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets or quotation systems agreed between an Issuer and that the relevant Dealer and an Issuer may also issue unlisted Warrants and/or Warrants not admitted to trading on any market, all as specified in the applicable Final Terms.

4. NOTIFICATION

Each Issuer has requested the CSSF to provide the competent authority of France, Finland, Ireland, Italy, Netherlands, Norway, Spain, Sweden and United Kingdom with a certificate of approval attesting that this Base Prospectus has been drawn up in accordance with the Prospectus Directive. The CSSF may also be requested to provide the competent authority of any other EEA State with a similar certificate of approval.

5. AVAILABILITY OF DOCUMENTS

For the period of twelve months following the date of approval of this Base Prospectus, copies of the following documents will, when published, be available for inspection during normal business hours from the head office of each of Société Générale, SG Issuer and Société Générale Effekten GmbH and from the specified office of each of the Paying Agents for the time being in Luxembourg, Paris, Stockholm, Helsinki and London, in each case at the address given at the end of this Base Prospectus:

- (a) copies of the articles of incorporation of SG Issuer (with English translations thereof), the *statuts* of Société Générale (with English translations thereof) and the articles of association of Société Générale Effekten GmbH (with an English translation thereof);
- (b) the 2015 Registration Document, the 2016 Registration Document and the First Update to the 2016 Registration Document;

- (c) the audited annual financial statements for the financial years ended 31 December 2014 and 31 December 2015 of SG Issuer together with the notes and the statutory auditor's reports;
- (d) the audited annual financial statements for the financial years ended 31 December 2014 and 31 December 2015 of Société Générale Effekten GmbH together with the notes and the statutory auditors' reports;
- (e) the Programme Agreement, the Deed of Covenant, the Guarantee, the Agency Agreement (which includes, *inter alia*, the forms of the Global Warrants (including Registered Global Warrants), the EUI Agency Agreement, the Spanish Agency Agreement, the French Agency Agreement (which includes the form of the Lettre Comptable, the Temporary Global Certificates and the Definitive Materialised Bearer Warrants), the Collateral Agency Agreement, the Collateral Monitoring Agreement, the Collateral Custodian Agreement, the Securities Valuation Agency Agreement, the Disposal Agency Agreement, the Substitute Paying 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 Warrants relating thereto and such holder must produce evidence satisfactory to the Issuer or Paying Agent as to its holding of such Warrants and identity);
- (f) a copy of this Base Prospectus together with any Supplement to this Base Prospectus and any other documents incorporated herein or therein by reference;
- (g) each Final Terms (save that Final Terms relating to Private Placement Warrants will only be available for inspection by a Warrantholder and such Warrantholder must produce evidence satisfactory to the relevant Issuer or Paying Agent as to its holding of such Warrants and identity);
- (h) in the case of each issue of Warrants admitted to trading on the Luxembourg Stock Exchange's regulated market subscribed pursuant to a syndication agreement, the syndication agreement (or equivalent document);
- (i) a copy of the 2013 Base Prospectus together with each Supplement thereto (to the extent incorporated by reference herein) and the documents incorporated by reference therein;
- (j) a copy of the 2014 Base Prospectus together with each Supplement thereto (to the extent incorporated by reference herein) and the documents incorporated by reference therein; and
- (h) a copy of the 2015 Base Prospectus together with each Supplement thereto (to the extent incorporated by reference herein) and the documents incorporated by reference therein.

In addition, this Base Prospectus, documents incorporated by reference herein and any Final Terms relating to Warrants admitted to trading on the Luxembourg Stock Exchange's regulated market as aforementioned will be published on the internet site of the Luxembourg Stock Exchange at (www.bourse.lu).

6. CLEARING SYSTEMS

6.1 Warrants other than the EUI Warrants

The Warrants have been accepted for clearance through Euroclear, Clearstream, Luxembourg and Iberclear (which are the entities in charge of keeping the records). The appropriate common code and ISIN for each Issue of Warrants allocated by Euroclear and/or Clearstream, Luxembourg will be contained in the applicable Final Terms. Warrants may be held through additional or alternative clearing systems (including, without limitation, Euroclear Sweden AB, Euroclear Finland Ltd, Euroclear France or

Verdipapirsentralen ASA or VP Securities A/S or Monte Titoli S.p.A.), in which case the appropriate information will be contained in the applicable Final Terms.

The address of Euroclear is 1, boulevard du Roi Albert II, B-1210, Brussels, Belgium.

The address of Clearstream, Luxembourg is 42, avenue J F Kennedy, L-1855, Luxembourg.

The address of Euroclear France is 66, rue de la Victoire, 75009 Paris, France.

The address of Euroclear Sweden AB is Box 191, 101 23 Stockholm, Sweden.

The address of Euroclear Finland Ltd is PL 1110, 00101, Helsinki, Finland.

The address of Verdipapirsentralen ASA is Fred. Olsens gate 1 0152 Oslo, Norway.

The address of Iberclear is Plaza de la Lealtad, 1 28014 Madrid, Spain.

The address of Monte Titoli S.p.A. is Piazza Affari 6, 20123 Milan, Italy.

6.2 EUI Warrants

The EUI Warrants shall be held in uncertificated form in accordance with the Uncertificated Securities Regulations 2001. Title to the EUI Warrants is recorded on the relevant register of corporate securities maintained by EUI.

All transactions (including transfers) in the open market or otherwise must be effected through an account with EUI (which is the entity in charge of keeping the records). The appropriate ISIN for each Issue of EUI Warrants allocated by EUI will be specified in the applicable Final Terms. If the EUI Warrants are to be cleared through an additional or alternative clearing system the appropriate information will be specified in the applicable Final Terms.

The address of EUI is Euroclear UK & Ireland Limited, 33 Cannon Street, London EC4M 5SB.

7. CONDITIONS FOR DETERMINING PRICE

The price and amount of Warrants to be issued under the Programme will be determined by the Issuer and the relevant Purchaser(s) at the time of issue in accordance with prevailing market conditions.

8. POST-ISSUANCE INFORMATION

Except as otherwise required by applicable law, the Issuers do not intend to provide any post-issuance information in relation to any assets underlying issues of Warrants constituting derivative securities, except if required by any applicable laws and regulations.

9. DEALERS ENGAGING IN BUSINESS ACTIVITIES WITH THE ISSUERS AND THE GUARANTOR

Certain Dealers and/or their affiliates have engaged and could in the future engage in commercial banking and/or investment activities with the Issuers, the Guarantor and/or their affiliates and could, in the ordinary course of their business, provide services to the Issuers, to the Guarantor and/or to their affiliates.

ISSUER AND GUARANTOR

SOCIÉTÉ GÉNÉRALE

29, boulevard Haussmann
75009 Paris
France

ISSUERS

SG ISSUER

33, boulevard Prince Henri
L-1724 Luxembourg
Luxembourg

SOCIETE GENERALE EFFEKTEN GMBH

Neue Mainzer Strasse 46-50
60311 Frankfurt am Main
Federal Republic of Germany

ARRANGER

SOCIÉTÉ GÉNÉRALE

Tour Société Générale
17 cours Valmy
92987 Paris la Défense Cedex
France

DEALERS

SOCIETE GENERALE

Tour Société Générale
17, Cours Valmy
92987 Paris La Défense Cedex
France

SOCIETE GENERALE BANK & TRUST

11, avenue Emile Reuter
2420 Luxembourg
Luxembourg

SG OPTION EUROPE

17, cours Valmy
92800 Puteaux
France

SOCIÉTÉ GÉNÉRALE, SUCURSAL EN ESPAÑA

Calle Cardenal Marcelo Spinola, 8
4ª Planta
28016 Madrid
Spain

LISTING AGENT, FISCAL AGENT, PAYING AGENT, REGISTRAR AND TRANSFER AGENT

SOCIETE GENERALE BANK & TRUST

11, avenue Emile Reuter
2420 Luxembourg

Luxembourg

PAYING AGENTS

SOCIÉTÉ GÉNÉRALE (for French Law Warrants acceptance for clearance through Euroclear France)

32, rue du Champ de Tir
BP 18236
44312 Nantes cedex 3
France

SOCIÉTÉ GÉNÉRALE, SUCURSAL EN ESPAÑA (for Spanish Warrants)

Calle Cardenal Marcelo Spinola, 8
4ª Planta
28016 Madrid
Spain

COMPUTERSHARE INVESTOR SERVICES PLC (for EUI Warrants)

The Pavilions
Bridgwater Road
Bristol BS13 8AE
United Kingdom

NORDEA BANK AB (PUBL) (for Uncertificated Swedish Warrants)

Smålandsgatan 17, A213
SE-105 71
Stockholm
Sweden

NORDEA BANK NORGE ASA (for Uncertificated Norwegian Warrants)

Essendropsgate 7
PO Box 1166
Sentrum NO-0107
Oslo
Norway

NORDEA BANK FINLAND PLC (for Uncertificated Finnish Warrants)

Aleksis Kiven katu 3-5,
Helsinki, F)-00020
Nordea,
Finland

SOCIETE GENERALE SECURITIES SERVICES S.P.A. (for Uncertificated Italian Warrants)

Via Benigno Crespi, 2
20159 Milan Italy

LEGAL ADVISERS

To the Issuers and the Guarantor as to English, French and U.S. law

HOGAN LOVELLS (Paris) LLP

17, avenue Matignon
75008 Paris
France

To the Issuers and the Guarantor as to Luxembourg law

HOGAN LOVELLS (Luxembourg) LLP

3, rue Edward Steichen

L-2540 Luxembourg
Luxembourg

To the Issuers as to German law

HOGAN LOVELLS INTERNATIONAL LLP

Untermainanlage 1
60329 Frankfurt am Main
Germany

To the Issuers as to Swedish law

ASHURST ADVOKATBYRÅ AKTIEBOLAG

Jakobsgatan 6
PO Box 7124
SE-103 37 Stockholm
Sweden

To the Issuers as to Finnish law

WASELIUS & WIST

Eteläesplanadi 24 A
00130 Helsinki
Finland

To the Issuers as to Norwegian law

KLUGE ADVOKATFIRMA AS

Bryggegata 6
Postboks 1548 Vika
0117 Oslo
Norway

AUDITORS

To Société Générale

ERNST & YOUNG ET AUTRES

1/2, place des Saisons
92400 Courbevoie – Paris-La Défense 1
France

DELOITTE & ASSOCIES

185, avenue Charles de Gaulle
92524 Neuilly-sur-Seine Cedex
France

To SG Issuer

DELOITTE AUDIT S.A.R.L

560 rue de Neudorf
L-2220, Luxembourg
Luxembourg

To Société Générale Effekten GmbH

Ernst & Young GmbH

Wirtschaftsprüfungsgesellschaft
Mergenthalerallee 3-5
65760 Eschborn
Germany