Issue of USD 1,250,000,000 Undated Deeply Subordinated Additional Tier 1 Fixed Rate Resettable Callable Notes
Issue price: 100.000%

*The USD 1,250,000,000 Undated Deeply Subordinated Additional Tier 1 Fixed Rate Resettable Callable Notes (the "**Notes**") will be issued by Société Générale (the "**Issuer**") and will constitute direct, unconditional, unsecured and deeply subordinated debt obligations of the Issuer, as described in Condition 5 (Status of the Notes) of the "Terms and Conditions of the Notes".*

*The Notes will bear interest on their Current Principal Amount (as defined in Condition 2 (Definitions and Interpretation) of the "Terms and Conditions of the Notes") from (and including) October 4, 2018 (the "**Issue Date**") to (but excluding) October 4, 2023 (the "**First Call Date**") at the rate of 7.375% per annum, payable (subject to interest cancellation as described below) semi-annually in arrear on April 4 and October 4 in each year (each an "**Interest Payment Date**"). The first payment of interest on the Notes will be made on April 4, 2019 in respect of the period from (and including) the Issue Date to (but excluding) April 4, 2019. The rate of interest will reset on the First Call Date and on each fifth anniversary thereafter, each a Reset Date (as defined in Condition 2 (Definitions and Interpretation) of the "Terms and Conditions of the Notes"). The Issuer may elect, or may be required, to cancel the payment of interest on the Notes (in whole or in part) on any Interest Payment Date. See Condition 6 (Interest) of the Terms and Conditions of the Notes. As a result, holders of Notes ("**Noteholders**") may not receive interest on any Interest Payment Date.*

*The Current Principal Amount of the Notes will be written down, (a "**Write-Down**"), if the Issuer's Common Equity Tier 1 capital ratio falls below 5.125% (on a consolidated basis) (all as defined in Condition 2 (Definitions and Interpretation) of the "Terms and Conditions of the Notes"). Noteholders may lose some or all their investment as a result of a Write-Down. Following such Write Down, the Current Principal Amount may, at the Issuer's full discretion, be written back up (a "**Write-Up**") if certain conditions are met. See Condition 7 (Loss Absorption and Return to Financial Health) of the "Terms and Conditions of the Notes".*

The Notes have no fixed maturity and Noteholders do not have the right to call for their redemption. As a result, the Issuer is not required to make any payment of the principal amount of the Notes at any time prior to its winding-up. The Issuer may, at its option, redeem all, but not some only, of the Notes on the First Call Date or any Reset Date thereafter at their Redemption Amount (all as defined in Condition 2 (Definitions and Interpretation) of the "Terms and Conditions of the Notes"). The Issuer may also, at its option, redeem all, but not some only, of the Notes at any time at their Redemption Amount upon the occurrence of certain Tax Events or a Capital Event (all as defined in Condition 2 (Definitions and Interpretation) of the "Terms and Conditions of the Notes"). Redemption can be made by the Issuer even if the principal amount of the Notes has been Written Down and not yet reinstated in full, as described in Condition 7 (Loss Absorption and Return to Financial Health) of the "Terms and Conditions of the Notes". If a Capital Event, an Alignment Event or a Tax Event has occurred and is continuing, the Issuer may further substitute all, but not some only, of the Notes or vary the terms of all, but not some only, of the Notes, without the consent or approval of Noteholders, so that, or as long as, they become or remain Qualifying Notes (as described in Condition 8.7 (Substitution and variation) of the "Terms and Conditions of the Notes").

*Application has been made to the Commission de Surveillance du Secteur Financier (the "**CSSF**"), which is the Luxembourg competent authority for the purpose of the Prospectus Directive (as defined below) and relevant implementing legislation in Luxembourg, for approval of this Prospectus as a prospectus issued in compliance with the Prospectus Directive and relevant implementing legislation in Luxembourg for the purpose of giving information with regard to the issue of the Notes. This Prospectus constitutes a prospectus for the purposes of Article 5.3 of Directive 2003/71/EU (as amended) (the "**Prospectus Directive**"). By approving this Prospectus, the CSSF assumes no responsibility for the economic and financial soundness of the transactions contemplated by this Prospectus or the quality or solvency of the Issuer in accordance with Article 7(7) of the Luxembourg Act dated July 10, 2005 as amended on July 3, 2012 (the "**Luxembourg Act**") on prospectuses for securities. Application has been made to the Luxembourg Stock Exchange for the Notes to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be listed on the Official List of the Luxembourg Stock Exchange with effect from October 4, 2018. The Luxembourg Stock Exchange's regulated market is a regulated market for the purposes of the Markets in Financial Instruments Directive 2014/65/EU, as amended.*

*The Notes are expected to be rated Ba2 by Moody's France S.A.S. ("**Moody's**") and BB+ by S&P Global Ratings France SAS ("**S&P**"). Each of Moody's and S&P is established in the European Union ("**EU**") and is registered under Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**") and is included in the list of credit rating agencies registered in accordance with the CRA Regulation as of the date of this Prospectus. This list is available on the ESMA website at www.esma.europa.eu/page/List-registered-and-certified-CRAs (list last updated on May 1, 2018). A 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 rating agency.*

*Interest amounts payable under the Notes from and including the First Call Date are calculated by reference to the 5-year Mid-Swap Rate (See Condition 6 (Interest) of the Terms and Conditions of the Notes) which itself refers to ISDAFIX1, which is provided by ICE Benchmark Administration Limited (the "**Administrator**"). As at the date of this Prospectus, the Administrator appears on the public register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("**ESMA**") pursuant to Article 36 of the Regulation (EU) No. 2016/1011 (the "**Benchmark Regulation**").*

An investment in the Notes involves certain risks. Prospective purchasers of the Notes should ensure that they understand the nature of the Notes and the extent of their exposure to risks and that they consider the suitability of the Notes as an investment in the light of their own circumstances and financial condition. For a discussion of these risks see "Risk Factors" beginning on page 7.

*The Notes will be issued in denominations of USD 200,000 and integral multiples of USD 1,000 in excess thereof. The Notes will be issued in the form of one or more Global Certificates registered in the name of a nominee for the Depository Trust Company ("**DTC**"). It is expected that delivery of the Notes will be made only in book-entry form through the facilities of DTC on or about the Issue Date.*

*The Notes have not been registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), or the securities laws of any other jurisdiction and may not be offered or sold within the United States (as defined in Regulation S under the Securities Act ("**Regulation S**")) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Accordingly, the Notes are being offered and sold only (a) in the United States to qualified institutional buyers as defined in Rule 144A under the Securities Act ("**QIBs**") in reliance on the exemption from the registration requirements of the Securities Act provided by Rule 144A under the Securities Act ("**Rule 144A**") and (b) outside the United States to non-U.S. persons in compliance with Regulation S. For a description of certain restrictions on resales and transfers, see "Transfer Restrictions".*

*Neither the Securities and Exchange Commission (the "**SEC**") nor any state securities commission has approved or disapproved of the Notes or determined that this Prospectus is truthful or complete. Any representation to the contrary is a criminal offense. Under no circumstances shall this Prospectus constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these Notes, in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to qualification under the securities laws of any such jurisdiction.*

The Notes are not insured by the Federal Deposit Insurance Corporation or the Bank Insurance Fund or any other U.S. or French governmental or deposit insurance agency.

Société Générale (Canada Branch) is listed in Schedule III to the Bank Act (Canada) and is subject to regulation by the Office of the Superintendent of Financial Institutions (Canada). The Notes will be issued by the Issuer in France and not from its Canadian branch.

Global Coordinator and Structuring Advisor

Société Générale Corporate & Investment Banking

Joint Lead Managers and Bookrunners

BofA Merrill Lynch **Credit Suisse** **Morgan Stanley**

SOCIETE GENERALE **UBS Investment Bank**

Joint Lead Managers

Santander **Standard Chartered Bank** **UniCredit Capital Markets**

The date of this Prospectus is September 28, 2018

TABLE OF CONTENTS

Page

NOTICE TO INVESTORS

This Prospectus should be read and construed together with any documents incorporated by reference herein (see "*Documents Incorporated by Reference*").

No person has been authorized by the Issuer or any of Credit Suisse Securities (USA) LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Morgan Stanley & Co. LLC, Santander Investment Securities Inc., SG Americas Securities, LLC, Standard Chartered Bank, UBS Securities LLC and UniCredit Capital Markets LLC (the "**Initial Purchasers**") to give any information or to make any representation not contained in or not consistent with this Prospectus or any other information supplied by the Issuer or such other information as is in the public domain and, if given or made, such information or representation should not be relied upon as having been authorized by the Issuer or any of the Initial Purchasers.

None of the Initial Purchasers has independently verified the information contained in this Prospectus. Accordingly, no representation or warranty is made or implied by the Initial Purchasers or any of their respective affiliates, and neither the Initial Purchasers nor any of their respective affiliates makes any representation or warranty or accepts any responsibility, as to the accuracy or completeness of the information contained in this Prospectus. Neither the delivery of this Prospectus nor the offering, sale or delivery of the Notes shall, in any circumstances, create any implication that the information contained in this Prospectus is true subsequent to the date hereof or that any other information supplied in connection with the Notes is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

Neither this Prospectus nor any other information supplied in connection with the Notes (a) is intended to provide the basis of any credit evaluation or (b) should be considered as a recommendation or a statement of opinion (or a report on either of those things) by the Issuer, the Initial Purchasers or any of them that any recipient of this Prospectus or any other information supplied in connection with the Notes should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness of the Issuer.

Prospective investors hereby acknowledge that (a) they have had the opportunity to review all of the documents described herein, (b) they have not relied on the Initial Purchasers or any person affiliated with the Initial Purchasers in connection with any investigation of the accuracy of such information or their investment decision, and (c) no person has been authorized to give any information or to make any representation concerning the Issuer or the Notes (other than as contained herein and information given by the Issuer's duly authorized officers and employees, as applicable, in connection with investors' examination of Société Générale and the terms of the Notes) and, if given or made, any such other information or representation should not be relied upon as having been authorized by the Issuer or the Initial Purchasers.

This Prospectus may not be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation.

The distribution of this Prospectus and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer and the Initial Purchasers to inform themselves about and to observe any such restrictions (see "*Plan of Distribution*").

In connection with the issue of the Notes, SG Americas Securities, LLC as stabilizing manager (the "Stabilizing Manager") (or persons acting on behalf of the Stabilizing Manager) may over allot notes or effect transactions with a view to supporting the price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilizing Manager (or persons acting on behalf of a Stabilizing Manager) will undertake stabilization action. Any stabilization action may begin on or after the date on which adequate public disclosure of the terms of the offer of the Notes is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the Issue Date and 60 days after the date of the allotment of the Notes. Such stabilizing or over-allotment shall be conducted in accordance with all applicable laws, regulations and rules.

The Issuer expects that the Initial Purchasers for the offering may include one or more of its broker-dealer or other affiliates, including SG Americas Securities, LLC. These broker-dealer or other

affiliates also expect to offer and sell previously issued securities of the Issuer as part of their business and may act as a principal or agent in such transactions, although a secondary market for the Notes cannot be assured. The Issuer or any of its broker-dealer or other affiliates may use this Prospectus in connection with any of these activities, including for market-making transactions involving the Notes after their initial sale. It is not possible to predict whether the Notes will trade in a secondary market or, if they do, whether such market will be liquid or illiquid. The Initial Purchasers, or one or more of their affiliates, reserve the right to enter, from time to time and at any time, into agreements with one or more Noteholders to provide a market for the Notes but none of the Initial Purchasers or any of their affiliates is obligated to do so or to make any market for the Notes.

The Notes are complex financial instruments and are not a suitable or appropriate investment for all investors. In some jurisdictions, regulatory authorities have adopted or published laws, regulations or guidance with respect to the offer or sale of securities such as the Notes to retail investors.

In particular, in June 2015, the U.K. Financial Conduct Authority (the "FCA") published the Product Intervention (Contingent Convertible Instruments and Mutual Society Shares) Instrument 2015 (as amended or replaced from time to time) (the "PI Instrument"). In addition, (i) on January 1, 2018, the provisions of Regulation (EU) No. 1286/2014 on key information documents for packaged and retail and insurance-based investment products ("PRIIPs") became directly applicable in all European Economic Area ("EEA") member states and (ii) the Markets in Financial Instruments Directive 2014/65/EU (as amended) ("MiFID II") was required to be implemented in EEA member states by January 3, 2018. Together the PI Instrument, PRIIPs and MiFID II are referred to as the "Regulations".

The Regulations set out various obligations in relation to (i) the manufacture and distribution of financial instruments and (ii) the offering, sale and distribution of packaged retail and insurance-based investment products and certain contingent write-down or convertible securities such as the Notes.

Potential investors in the Notes should inform themselves of, and comply with, any applicable laws, regulations or regulatory guidance with respect to any resale of the Notes (or any beneficial interests therein) including the Regulations.

The Initial Purchasers (and/or their respective affiliates) are required to comply with some or all of the Regulations. By purchasing, or making or accepting an offer to purchase any Notes (or a beneficial interest in such Notes) from the Issuer and/or the Initial Purchasers, each investor represents, warrants, agrees with and undertakes to the Issuer and each of the Initial Purchasers that:

(1) it is not a retail client in the EEA (as defined in MiFID II);

(2) whether or not it is subject to the Regulations, it will not:

a. sell or offer the Notes (or any beneficial interest therein) to retail clients in the EEA (as defined in MiFID II); or

b. communicate (including the distribution of this Prospectus) or approve an invitation or inducement to participate in, acquire or underwrite the Notes (or any beneficial interest therein) where that invitation or inducement is addressed to or disseminated in such a way that it is likely to be received by a retail client in the EEA (in each case within the meaning of MiFID II).

In selling or offering the Notes or making or approving communications relating to the Notes you may not rely on the limited exemptions set out in the PI Instrument; and

(3) it will at all times comply with all applicable laws, regulations and regulatory guidance (whether inside or outside the EEA) relating to the promotion, offering, distribution and/or sale of the Notes (or any beneficial interests therein), including (without limitation) in accordance with MiFID II and any other applicable laws, regulations and regulatory guidance relating to determining the appropriateness and/or suitability of an investment in the Notes (or any beneficial interests therein) by investors in any relevant jurisdiction.

You further acknowledge that:

(i) the identified target market for the Notes (for the purposes of the product governance obligations in MiFID II) is eligible counterparties and professional clients; and

(ii) no key information document (KID) under PRIIPs has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under PRIIPs.

Where acting as agent on behalf of a disclosed or undisclosed client when purchasing, or making or accepting an offer to purchase, any Notes (or any beneficial interest in such Notes) from the Issuer and/or the Initial Purchasers, the foregoing representations, warranties, agreements and undertakings will be given by and be binding upon both such person as agent and its client.

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive 2002/92/EC ("**IMD**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by PRIIPs for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under PRIIPs.

MIFID II product governance / Professional investors and ECPs only target market – Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Notes taking into account the five categories referred to in item 18 of the Guidelines published by ESMA on February 5, 2018 has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a distributor) should take into consideration the manufacturer's target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

NOTIFICATION UNDER SECTION 309B(1)(C) OF THE SECURITIES AND FUTURES ACT (CHAPTER 289) OF SINGAPORE (THE "SFA") – In connection with Section 309B of the SFA and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "**CMP Regulations**"), the Issuer has determined the classification of the Notes as "prescribed capital markets products" (as defined in the CMP Regulations) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

NOTICE TO U.S. INVESTORS

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

The Notes may be offered or sold within the United States only to QIBs in transactions exempt from the registration requirements under the Securities Act. The Issuer and the Initial Purchasers are relying upon exemptions from registration under the Securities Act for offers and sales of securities which do not involve a public offering, including Rule 144A under the Securities Act. Prospective investors are hereby notified that sellers of the Notes may be relying on the exemption from the provision of Section 5 of the Securities Act provided by Rule 144A. The Notes are subject to restrictions on transferability and resale. Purchasers of the Notes may not transfer or resell such Notes except as permitted under the Securities Act and applicable state securities laws. See "*Transfer Restrictions*". Prospective investors should thus be aware that they may be required to bear the financial risks of this investment for an indefinite period of time.

The distribution of this Prospectus and the offer and sale of the Notes may, in certain jurisdictions, be restricted by law. Each purchaser of the Notes must comply with all applicable laws and regulations in force in each jurisdiction in which it purchases, offers or sells the Notes or possesses or distributes this Prospectus, and must obtain any consent, approval or permission required for the purchase, offer or sale by it of the Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes purchases, offers or sales. There are restrictions on the offer and sale of the Notes, and the circulation of documents relating thereto, in certain jurisdictions including the United States, the United Kingdom and France, and to persons connected therewith. See "*Plan of Distribution*" and "*Transfer Restrictions*".

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

A prospective investor may not rely on the Issuer, the Initial Purchasers or any of their respective affiliates in connection with its determination as to the legality of its acquisition of the Notes or as to the other matters referred to above.

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

- have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Prospectus;
- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where the currency for principal or interest payments is different from the prospective investor's currency;
- understand thoroughly the terms and conditions of the Notes; and
- be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear applicable risks.

The Notes are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments 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 the Notes unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the prospective investor's overall investment portfolio.

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

ENFORCEMENT OF CIVIL LIABILITIES

The Issuer is a *société anonyme* incorporated under the laws of France. Most of its directors and officers reside outside the United States, principally in France. In addition, a large portion of its assets and its directors' and officers' assets is located outside the United States. As a result, U.S. investors may find it difficult in a lawsuit based on the civil liability provisions of the U.S. federal securities laws to:

- effect service within the United States upon the Issuer or its directors and officers located outside the United States;
- enforce outside the United States judgments obtained against the Issuer or its directors and officers in the U.S. courts;
- enforce in U.S. courts judgments obtained against the Issuer or its directors and officers in courts in jurisdictions outside the United States; and
- enforce against the Issuer or its directors and officers in France, whether in original actions or in actions for the enforcement of judgments of U.S. courts, civil liabilities based solely upon the U.S. federal securities laws.

The United States and France are not parties to a treaty providing for the reciprocal recognition and enforcement of judgments, other than arbitral awards rendered in civil and commercial matters. Accordingly, a judgment rendered by any U.S. federal or state court based on civil liability, whether or not predicated solely upon U.S. federal or state securities laws, would not directly be recognized or enforceable in France.

A party in whose favor such judgment was rendered could initiate enforcement proceedings (*exequatur*) in France before the relevant civil court (*Tribunal de Grande Instance*) that has exclusive jurisdiction over such matter, in accordance with the French Civil Procedure Code (Art. 509 *et seq.*).

Enforcement in France of such U.S. judgment could be obtained following proper (i.e., *non ex parte*) proceedings if such U.S. Judgment is enforceable in the United States and if the French civil court is satisfied that the following conditions have been met (which conditions, under prevailing French case law, do not include a review by the French civil court of the merits of the foreign judgment):

- such U.S. judgment was rendered by a court having jurisdiction over the matter because the dispute is clearly connected to the jurisdiction of such court (i.e., there was no international forum shopping), the choice of the U.S. court was not fraudulent and the French courts did not have exclusive jurisdiction over the matter;
- such U.S. judgment does not contravene French international public policy rules, both pertaining to the merits and to the procedure of the case, including fair trial rights; and
- such U.S. judgment is not tainted with fraud under French law.

In addition to these conditions, it is well established that only final and binding foreign judicial decisions (i.e. those having *a res judicata* effect) can benefit from an exequatur under French law, that such U.S. judgment should not conflict with a French judgment or a foreign judgment that has become effective in France, and there are no proceedings pending before French courts at the time enforcement of the U.S. judgment is sought and having the same or similar subject matter as such U.S. judgment.

If the French civil court is satisfied that such conditions are met, the U.S. judgment will benefit from the *res judicata* effect as of the date of the decision of the French civil court and will thus be declared enforceable in France. However, the decision granting the exequatur is subject to appeal.

In addition, actions in the United States under U.S. federal securities laws could be affected under certain circumstances by the French law No. 68-678 of July 26, 1968, as modified by law No. 80-538 of July 16, 1980 (relating to communication of documents and information of an economic, commercial, industrial, financial or technical nature to foreign natural or legal persons), which may preclude or restrict the obtaining of evidence in France or from French persons in connection with these actions. Similarly, French data protection rules (law No. 78-17 of January 6, 1978 on data processing, data files and individual liberties, as modified from time to time) can limit under certain circumstances the possibility of obtaining information in

France or from French persons, in connection with a judicial or administrative U.S. action in a discovery context.

AVAILABLE INFORMATION

While any of the Notes remain outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act and the Issuer is neither subject to Section 13 or 15(d) of the U.S. Securities Exchange Act of 1934, as amended (the "**Exchange Act**") nor exempt from reporting pursuant to Rule 12g3-2(b) under the Exchange Act, the Issuer will make available, upon request, to any Noteholder or prospective purchasers of Notes the information specified in Rule 144A(d)(4) under the Securities Act.

FORWARD-LOOKING STATEMENTS

This Prospectus (including the documents incorporated by reference herein or therein) contains certain forward-looking statements (as such term is defined in the U.S. Private Securities Litigation Reform Act of 1995, but, for the avoidance of doubt, not within the meaning of Commission Regulation (EC) No 809/2004 of April 29, 2004 implementing Directive 2003/71/EC, as amended) and information relating to the Group (as defined below) that is based on the beliefs of the Issuer's management, as well as assumptions made by and information currently available to its management.

When used in this Prospectus (including the documents incorporated by reference herein or therein), the words "estimate", "project", "believe", "anticipate", "plan", "should", "intend", "expect", "will" and similar expressions are intended to identify forward-looking statements.

Examples of such forward-looking statements include, but are not limited to:

- statements of the Issuer or of its management's plans, objectives or goals for future operations;
- statements of the Group's future economic performance;
- statements regarding the implementation of the Group's announced strategic and financial plan and any targets or responses relating thereto; and
- statements of assumptions underlying such statements.

Although the Issuer believes that expectations reflected in its forward-looking statements are reasonable as of the date of this Prospectus, there can be no assurance that such expectations will prove to have been correct. These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the Group's actual results, performance or achievements or industry results to be materially different from those contemplated, projected, forecasted, estimated or budgeted, whether expressed or implied, by these forward-looking statements. These factors include, among others, the following:

- general economic and business conditions;
- the effects of, and changes in, laws and regulations;
- regional market exposures, including to the Group's home market;
- the effects of operating in highly competitive industries;
- reputational risk;
- access to financing and liquidity;
- reduced liquidity in the financial markets;
- trading volatility;
- changes in interest and exchange rates;
- regulatory risks;
- counterparty risk and concentration of risk;
- the soundness and conduct of other financial institutions;
- the inability to hedge certain risks;
- adequacy of loss reserves;
- reliance on assumptions and estimations;
- litigation risks;

- the inability to effectively integrate acquisition targets;
- the ability of the Group's risk management system to identify and/or anticipate risks;
- operational risks, including failure or breach of technology systems;
- catastrophic events or terrorist attacks;
- reductions in brokerage fees or other commission income;
- the inability to attract or retain qualified employees and risks related to compensation regulations;
- the inability of the Group to realize the objectives in its strategic and financial plan;
- various other factors referenced in this Prospectus (including in the section entitled "*Risk Factors*", beginning on page 7); and
- the Group's success in adequately identifying and managing the risks of the foregoing.

In particular, this Prospectus includes certain forward-looking statements relating to the Group's financial targets, notably with respect to its 2020 strategic and financial plan, as announced on November 27, 2017 (the "**2020 Strategic and Financial Plan**"). These financial targets are based upon a number of general and specific assumptions, including expectations as to the competitive and regulatory environment and the continued application of existing prudential regulations, which are subject to significant business, operational, economic, regulatory and other risks, including the materialization of one or more of the risk factors described in the section "*Risk Factors*" of this Prospectus, many of which are outside of the Group's control. In addition, these targets were prepared on the basis of existing accounting principles and methods under IFRS, and do not take into account changes in accounting standards that have, will or may come into effect (such as, for example, the potential impacts from the application of IFRS 9 since January 1, 2018). The Group may be unable to anticipate all the risks, uncertainties or other factors likely to affect its business and to appraise their potential consequences, or to evaluate the extent to which the occurrence of a risk or a combination of risks could cause actual results to differ materially from the Group's targets and objectives. Although the Issuer believes that these statements are based on reasonable assumptions, these forward-looking statements are subject to numerous risks and uncertainties, including matters not yet known to it or its management or not currently considered material, and there can be no assurance that anticipated events will occur or that the objectives set out will actually be achieved. Such forward looking statements do not constitute profit forecasts or estimates under Regulation (EC) 809/2004, as amended. Accordingly, in making any investment decision, investors should not rely on such forward-looking statements as forecasts or estimates by the Issuer and should carefully consider the risks described in this Prospectus in the section entitled "*Risk Factors*" for a description of some of the factors that may impact the Group's ability to realize its financial targets. The Issuer does not undertake any obligation to update or revise the information in the 2020 Strategic and Financial Plan as a result of new information, future events or otherwise.

The risks described above and in this Prospectus, are not the only risks an investor should consider. New risk factors emerge from time to time and the Issuer cannot predict all such risk factors that may affect its business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements. Given these risks and uncertainties, investors should not place any undue reliance on forward-looking statements as a prediction of actual results. The Issuer undertakes no obligation to update the forward-looking statements contained in this Prospectus, or any other forward-looking statement it may make.

PRESENTATION OF FINANCIAL AND OTHER INFORMATION

In this Prospectus, unless otherwise specified or the context otherwise requires, references to "**$**", "**U.S.$**", "**USD**", "**U.S. dollars**" and "**dollars**" are to United States dollars and references to "**€**", "**EUR**", "**euro**" and "**euros**" are to the single currency of the Member States of the European Union participating in the third stage of the economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended and supplemented from time to time. References to a particular "**fiscal**" year are to the Issuer's fiscal year ended December 31 of such year. In this Prospectus, references to "**U.S.**" or "**United States**" are to the United States of America, its territories and its possessions. References to "**France**" are to the Republic of France.

In this Prospectus, the "**Issuer**" refers to Société Générale. The Issuer and its consolidated subsidiaries (*filiales consolidées*) taken as a whole are referred to as the "**Group**".

This Prospectus includes certain alternative measures of the Group's performance (such as "return on equity", "return on normative equity" and "return on total equity", among others) that are not measurements of financial performance under IFRS. Such measures and the manner in which they are calculated are further described under "Definitions and Methodology: Alternative Performance Measures" on page 44 of the 2018 Registration Document, on page 15 of the First Update to the 2018 Registration Document and on page 19 of the Second Update to the 2018 Registration Document incorporated by reference herein.

The Issuer maintains its financial books and records and prepares its financial statements in accordance with International Financial Reporting Standards as adopted by the European Union ("**IFRS**") which differ in certain important respects from generally accepted accounting principles in the United States ("**U.S. GAAP**"). The Issuer makes use of the provisions of IAS 39 as adopted by the European Union for applying macro-fair value hedge accounting (IAS 39 "carve-out").

The Issuer publishes its financial statements in euros. See "*Exchange Rate and Currency Information*".

In this Prospectus, various figures and percentages have been rounded and, accordingly, may not total.

RESPONSIBILITY STATEMENT

The Issuer accepts responsibility for the information contained in this Prospectus. To the best of the knowledge of the Issuer (which has taken all reasonable care to ensure that such is the case), the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information. References herein to this "**Prospectus**" are to this document, including the documents incorporated by reference.

EXCHANGE RATE AND CURRENCY INFORMATION

The following table sets forth, for the periods indicated, high, low, average and period-end daily reference exchange rates published by the European Central Bank (the "**ECB**") expressed in U.S. dollars per EUR 1.00. The rates may differ from the actual rates used in the preparation of the IFRS financial statements and other financial information appearing in this Prospectus.

On September 26, 2018, the ECB daily reference exchange rate was USD 1.1737 = EUR 1.0000.

	USD per EUR 1.00			
	High	**Low**	**Average**	**Period End**
Month				
September 2018 (up to September 26, 2018)...	1.1777	1.1562	1.1661	1.1737
August 2018.....	1.1710	1.1321	1.1549	1.1651
July 2018.....	1.1789	1.1588	1.1686	1.1736
June 2018.....	1.1836	1.1534	1.1678	1.1658
May 2018.....	1.2007	1.1558	1.1812	1.1699
April 2018.....	1.2388	1.2070	1.2276	1.2079
March 2018.....	1.2421	1.2171	1.2336	1.2321
Year				
2017.....	1.2060	1.0385	1.1297	1.1993
2016.....	1.1569	1.0364	1.1069	1.0541
2015.....	1.2043	1.0552	1.1095	1.0887
2014.....	1.3953	1.2141	1.3287	1.2141
2013.....	1.3814	1.2768	1.2808	1.3791

Fluctuations in exchange rates that have occurred in the past are not necessarily indicative of fluctuations in the exchange rates that may occur at any time in the future. No representations are made in this Prospectus that the euro or U.S. dollar amounts referred to herein could have been or could be converted into U.S. dollars or euros, as the case may be, at any particular rate.

OVERVIEW

The following overview does not purport to be complete and is qualified by the remainder of this Prospectus. Words and expressions defined in "Terms and Conditions of the Notes" below or elsewhere in this Prospectus shall have the same meanings in this description of key features of the Notes. References to a numbered "Condition" shall be to the relevant Condition in the Terms and Conditions of the Notes.

Certain Information Regarding the Issuer and the Group

Société Générale, the Issuer of the Notes, was originally incorporated on May 4, 1864 as a joint-stock company and authorized as a bank. It is currently registered in France as a French limited liability company (*société anonyme*). The Issuer is governed by Articles L. 210-1 *et seq.* of the French Commercial Code (*Code de Commerce*) as a French public limited company and by other rules and regulations applicable to credit institutions and investment service providers.

The Group is organized into three divisions: French Networks, which includes the Group's retail banking networks in France; International Banking and Financial Services, which includes its international networks, specialized financial services and insurance; and Global Banking and Investor Solutions, which includes its corporate and investment banking and private banking, global investment management and services.

The Group is engaged in a broad range of banking and financial services activities, including retail banking, deposit taking, lending and leasing, asset management, securities brokerage services, investment banking, capital markets activities and foreign exchange transactions. The Group also holds (for investment) minority interests in certain industrial and commercial companies. The Group's customers are served by its extensive network of domestic and international branches, agencies and other offices located in 67 countries as of June 30, 2018. This Prospectus contains a brief overview of the Group's principal activities and organizational structure and selected financial data concerning the Group. For further information on the Group's core businesses, organizational structure and most recent financial data, please refer to the Group's 2018 Registration Document, the First Update to the 2018 Registration Document and the Second Update to the 2018 Registration Document incorporated by reference herein.

Recent Developments

Update concerning the Group's legal proceedings

In the context of the investigation by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Attorney's Office of the Southern District of New York, the New York County District Attorney's Office, the Board of Governors of the Federal Reserve System and the Federal Reserve Bank of New York, and the New York State Department of Financial Services (the "U.S. Authorities"), regarding certain U.S. dollar transactions processed by Societe Generale involving countries that are the subject of U.S. economic sanctions (the "U.S. Sanctions Matter"), Societe Generale has entered into a phase of more active discussions with these U.S. authorities with a view to reaching a resolution of this matter within the coming weeks.

Within the provision for disputes amounting to EUR 1.43 billion, approximately 1.1 billion in Euro equivalent is allocated to the U.S. Sanctions Matter, in accordance with IFRS standards. At this stage, Societe Generale expects that the amount of the penalties in the U.S. Sanctions Matter will be almost entirely covered by the provision for disputes allocated to this matter.

Overview of the Notes

Issuer:	Société Générale.
Risk Factors:	There are certain factors that may affect the Issuer's ability to fulfill its obligations under the Notes. In addition, there are certain factors that are material for the purpose of assessing the market risks associated with investing in the Notes. The risks that the Issuer currently believes to be the most significant are set out under "*Risk Factors*".
Notes:	USD 1,250,000,000 Undated Deeply Subordinated Additional Tier 1 Fixed Rate Resettable Callable Notes.
Joint Lead Managers and Bookrunners:	Credit Suisse Securities (USA) LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Morgan Stanley & Co. LLC, SG Americas Securities, LLC and UBS Securities LLC
Joint Lead Managers	Santander Investment Securities Inc., Standard Chartered Bank and UniCredit Capital Markets LLC
Global Coordinator and Structuring Advisor:	Société Générale Corporate & Investment Banking.
Fiscal Agent, Paying Agent, Calculation Agent, Transfer Agent and Registrar:	U.S. Bank National Association.
Luxembourg Listing Agent:	Société Générale Bank & Trust.
Issue Date:	October 4, 2018.
Issue Price:	100.00%.
Status of the Notes:	The Notes are deeply subordinated debt obligations of the Issuer issued pursuant to the provisions of Article L. 228-97 of the French *Code de Commerce*. The obligations of the Issuer in respect of the Notes are direct, unconditional, unsecured and deeply subordinated obligations (*engagements subordonnés de dernier rang*) of the Issuer and rank and will rank *pari passu* without any preference among themselves and *pari passu* in the event of liquidation of the Issuer with any other present and future Tier 1 Subordinated Notes and any other Deeply Subordinated Obligations but shall be subordinated to present and future *prêts participatifs* granted to the Issuer and present and future *titres participatifs*, Subordinated Obligations and Unsubordinated Obligations of the Issuer. In the event of liquidation of the Issuer, the Notes shall rank in priority to any payments to holders of Issuer Shares. In the event of incomplete payment of unsubordinated creditors and subordinated creditors ranking ahead of the claims of the Noteholders, the obligations of the Issuer in connection with the Notes will be terminated. The Noteholders shall be responsible for taking all steps necessary for the orderly accomplishment of any collective proceedings or voluntary liquidation in relation to any claims they may have against the Issuer.
Write-Down and Write-Up:	The Current Principal Amount of the Notes will be written down if the Issuer's Common Equity Tier 1 capital ratio falls below 5.125% (on a consolidated basis). Following such reduction, the Current Principal Amount may, at the Issuer's full discretion, be written back up if certain conditions are met. See Condition 7 (*Loss Absorption and Return to Financial Health*). For the purposes of this provision, "**Common Equity Tier 1 capital**

	ratio" means the Common Equity Tier 1 capital of the Group expressed as a percentage of its total risk exposure amount (as calculated in accordance with the Relevant Rules (as defined in Condition 2 (*Definitions and Interpretation*)) and using the definition of the prudential scope of consolidation as defined in the Relevant Rules) or such other meaning given to it (or any equivalent or successor term) in the Relevant Rules.
Interest Rate:	From (and including) the Issue Date to (but excluding) October 4, 2023 (the "**First Call Date**"), the interest rate on the Notes will be 7.375% per annum. From (and including) each Reset Date to (but excluding) the next following Reset Date, the interest rate on the Notes will be equal to the sum of the 5-year Mid-Swap Rate plus 4.302%.
Interest Reset Date(s):	The Rate of Interest of the Notes will be reset on the First Call Date and every date which falls five (5) years, or a multiple of five (5) years, thereafter (each a "**Reset Date**").
Interest Payment Dates:	Interest shall accrue from the Issue Date and shall be payable semi-annually in arrear on April 4, and October 4, in each year, commencing on April 4, 2019, subject in any case as provided in Condition 6.10 (*Cancellation of Interest Amounts*) and Condition 9 (*Payments*).
Cancellation of Interest:	The Issuer may elect at its full discretion to cancel and in certain circumstances will be required not to pay (in each case, in whole or in part) the Interest Amount otherwise scheduled to be paid on any Interest Payment Date. See Condition 6.10 (*Cancellation of Interest Amounts*).
Issuer Call Option:	Subject as provided herein, in particular to the provisions of Condition 8.8 (*Conditions to redemption, substitution, variation, purchase or cancellation*), the Issuer may, at its option redeem all (but not some only) of the outstanding Notes on the First Call Date and on every Reset Date thereafter at their Current Principal Amount, together with accrued interest (if any) thereon.
Optional Redemption by the Issuer upon the occurrence of a Tax Event or a Capital Event:	Subject as provided herein, in particular to the provisions of Condition 8.8 (*Conditions to redemption, substitution, variation, purchase or cancellation*), upon the occurrence of a Tax Event or a Capital Event, the Issuer may, at its option at any time, redeem all (but not some only) of the outstanding Notes at their Redemption Amount, together with accrued interest thereon. Redemption can be made by the Issuer even if the Original Principal Amount of the Notes has been Written Down and not yet reinstated in full, as described in Condition 7 (*Loss Absorption and Return to Financial Health*). For the purposes of this provision: "**Capital Event**" means at that time that, by reason of a change in the regulatory classification of the Notes under the Relevant Rules that was not reasonably foreseeable by the Issuer at the Issue Date, the Notes are fully or partially excluded from the Tier 1 Capital of the Issuer. For the avoidance of doubt, a reduction in the amount of the Notes which are recognized as Additional Tier 1 Capital as a result of a change in the regulatory assessment of the minimum amount of Common Equity Tier 1 capital that would be generated if the principal amount of the Notes were fully written down, in accordance with Article 54(3) of the Capital Requirements Regulation, shall not constitute a Capital Event. "**Tax Event**" means a Tax Deductibility Event, a Withholding Tax Event and/or a Gross-Up Event (each as defined in paragraphs (a), (b) and (c), respectively, of Condition 8.4 (*Optional Redemption upon the occurrence*

	of a Tax Event)), as the case may be.
Substitution and Variation:	Subject as provided herein, in particular to the provisions of Condition 8.8 (*Conditions to redemption, substitution, variation, purchase or cancellation*), and having given no less than 30 nor more than 45 calendar days' notice to the Noteholders (in accordance with Condition 19 (*Notices*)) and the Fiscal Agent, if a Special Event or an Alignment Event has occurred and is continuing or in order to ensure the effectiveness and enforceability of Condition 15 (*Acknowledgment of Bail-In Power and Statutory Write-down or Conversion*), the Issuer may substitute all (but not some only) of the Notes or vary the terms of all (but not some only) of the Notes, without any requirement for the consent or approval of the Noteholders, so that, or as long as, they become or remain Qualifying Notes. "**Alignment Event**" will be deemed to have occurred if, as a result of a change or amendment in the regulatory classification of the Notes under the Relevant Rules at any time after the Issue Date, the Issuer would be able to issue a capital instrument qualifying as Additional Tier 1 Capital that contains one or more provisions that are, in the reasonable opinion of the Issuer, different in any material respect from those in the Conditions, which provisions, if they had been included in the Conditions, would have prevented the Notes from qualifying as Additional Tier 1 Capital immediately prior to such change in the Relevant Rules. "**Special Event**" means a Tax Event and/or a Capital Event, as applicable.
Purchases and Cancellation:	The Issuer and any of its subsidiaries may purchase the Notes, (subject to Conditions 8.8 (*Conditions to redemption, substitution, variation, purchase or cancellation*) and 8.6 (*Cancellation*)) in the open market or otherwise at any price in accordance with applicable laws and regulations. Notes so purchased may be cancelled or may be held and resold in accordance with applicable laws and regulations.
Events of Default:	None.
Negative Pledge:	None.
Cross Default:	None.
Bail-in Power/Statutory Write-Down or Conversion:	By the acquisition of Notes, each Noteholder acknowledges, accepts, consents and agrees to be bound by the effect of the exercise of the Bail-in Power by the Relevant Resolution Authority, as provided in Condition 15.2 (*Bail-in Power*).
Waiver of Set-Off:	The Noteholders waive any and all rights of and claims for deduction, set-off, netting, compensation, retention or counterclaim arising directly or indirectly under or in connection with the Notes, to the extent permitted by applicable law as provided in Condition 16 (*Waiver of set-off*).
Taxation:	All payments of principal, interest and other assimilated revenues in respect of the Notes by or on behalf of the Issuer 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 France or any political subdivision therein or any authority or agency therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments, or governmental charges is required by law. In that event, the Issuer shall, in respect of withholding or deduction imposed in relation to payments of interest and other

	assimilated revenues only (and not principal), save in certain limited circumstances provided in Condition 10 (*Taxation*), be required to pay such additional amounts of interest as will result in receipt by the Noteholders after such withholding or deduction of such amounts as would have been received by them had no such withholding or deduction been required. No additional amounts shall be payable by the Issuer in respect of payments of principal under the Notes.
Meetings of Noteholders and Modifications:	The Agency Agreement contains provisions for the Issuer to call meetings of Noteholders to consider matters affecting their interests generally and to solicit the consent of Noteholders for such matters without calling a meeting. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at any relevant meeting or who did not consent to the relevant matter and Noteholders who voted in a manner contrary to the majority. The Issuer may also make any modification to the Notes without the consent of the Noteholders in certain cases provided in Condition 17 (*Meetings of Noteholders; Modification*). Any such modification shall be binding on the Noteholders. Certain modifications to the terms of the Notes (including revisions to the principal and interest payable thereon) may not be made without the prior consent of each Noteholder affected thereby, as provided in Condition 17.1 (*Modification of Notes*). Any proposed modification of any provision of the Notes can only be effected subject to the prior approval of the Relevant Regulator.
Further Issues and Consolidation:	The Issuer may from time to time, without the consent of the Noteholders, create and issue further notes having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest, if any, thereon and/or the issue price thereof) to form a single series and be consolidated with the Notes.
Book-Entry Systems; Delivery and Form:	Notes initially sold within the United States to QIBs in accordance with Rule 144A will be represented by interests in a global registered certificate (the "**Restricted Global Certificate**"), deposited with the Fiscal Agent as custodian for, and registered in the name of, Cede & Co., as nominee of DTC. Notes initially sold outside the United States to non-U.S. persons will be represented by interests in a global registered certificate (the "**Unrestricted Global Certificate**" and together with the Restricted Global Certificate, the "**Global Certificates**") deposited with the Fiscal Agent as custodian for, and registered in the name of, Cede & Co., as nominee of DTC. Beneficial interests in the Global Certificates will be shown on, and transfers thereof will be effected through, records maintained by DTC and its participants, including Euroclear Bank S.A./N.V. ("**Euroclear**") and Clearstream Banking, S.A. ("**Clearstream**"). The Notes will not be issued in definitive form, except in certain limited circumstances. See "*The Global Certificates*" and "*Book-Entry Procedures and Settlement*".
Denominations:	The Notes will be offered and sold in a minimum amount of USD 200,000 and in integral multiples of USD 1,000 in excess thereof.

Listing and Admission to Trading:	Application has been made to the Luxembourg Stock Exchange for the Notes to be admitted to trading on the regulated market of the Luxembourg Stock Exchange and listed on the Official List of the Luxembourg Stock Exchange with effect from the Issue Date.
Governing Law:	The Notes will be governed by, and construed in accordance with, English law, except for Condition 5 (*Status of the Notes*) which will be governed by, and construed in accordance with, French law.
Payment and Settlement:	The identification numbers for the Notes are as follows: *Unrestricted Notes* ISIN: USF84914CU62 Common Code: 189069685 CUSIP: F84914 CU6 *Restricted Notes* ISIN: US83367TBV08 Common Code: 189069570 CUSIP: 83367T BV0
Ratings:	The Notes are expected to be rated Ba2 by Moody's France S.A.S. ("**Moody's**") and BB+ by S&P Global Ratings France SAS ("**S&P**"). In addition, the Issuer has been rated by each of Moody's, S&P, Fitch France S.A.S. ("**Fitch**") and DBRS Ratings Limited ("**DBRS**") as follows:

	Moody's	S&P	Fitch	DBRS
Senior unsecured long-term debt	A1	A	A+	A (high)
Senior unsecured short-term debt	P-1	A-1	F1	R-1 (middle)
Outlook	Stable	Stable	Stable	Positive

Each of Moody's, S&P, Fitch and DBRS is established in the EU and is registered under the CRA Regulation and is included in the list of credit rating agencies registered in accordance with the CRA Regulation as of the date of this Prospectus. This list is available on the ESMA website at *www.esma.europa.eu/page/List-registered-and-certified-CRAs* (list last updated on May 1, 2018).

A 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 rating agency. In addition, there is no guarantee that any rating of the Notes and/or the Issuer assigned by any such rating agency will be maintained by the Issuer following the date of this Prospectus and the Issuer may seek to obtain ratings of the Notes and/or the Issuer from other rating agencies.

Selling Restrictions:	The Notes have not been and will not be registered under the Securities Act, and may not be offered, sold or otherwise transferred except as described under "*Transfer Restrictions*". The Notes may not be sold to any retail investor (as defined under "*Selling Restrictions*") in the European Economic Area.

RISK FACTORS

The discussion below is of a general nature and is intended to describe various risk factors associated with an investment in the Notes. You should carefully consider the following discussion of risks, and any risk factors included in the "Risks and Capital Adequacy" section on pages 138 to 235 of the 2018 Registration Document, the "Risks and Capital Adequacy" section on pages 33 to 37 of the First Update to the 2018 Registration Document and the "Risks and Capital Adequacy" section on pages 45 to 55 of the Second Update to the 2018 Registration Document incorporated by reference herein and the other documents incorporated by reference herein, together with the other information contained or incorporated by reference in this Prospectus.

The Issuer believes that the factors described below and incorporated by reference herein may affect its ability to fulfill its obligations under the Notes. All of these factors are contingencies that may or may not occur, and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

In addition, factors that the Issuer believes may be material for the purpose of assessing the market risks associated with investing in the Notes are also described below.

The Issuer believes that the factors described below and incorporated by reference herein represent the principal risks inherent in investing in the Notes, but the Issuer may be unable to pay interest, principal or other amounts on or in connection with the Notes for other reasons and the Issuer does not represent that the statements below regarding the risks of holding the Notes are exhaustive. Additional risks not currently known to the Issuer or that the Issuer now may not consider significant risks based on information currently available to it and that the Issuer may not currently be able to anticipate may also have a material adverse effect on the Issuer's future business, operating results, financial condition and affect an investment in the Notes. Prospective investors should also read the detailed information set out elsewhere in this Prospectus and reach their own views prior to making any investment decision.

The following is a general discussion of certain risks typically associated with the Issuer and the acquisition and ownership of the Notes. In particular, it does not consider an investor's specific knowledge and/or understanding about risks typically associated with the Issuer and the acquisition and ownership of the Notes, whether obtained through experience, training or otherwise, or the lack of such specific knowledge and/or understanding, or circumstances that may apply to a particular investor.

Words and expressions defined in the "Terms and Conditions of the Notes" below or elsewhere in this Prospectus have the same meanings in this section, unless otherwise stated. References to a numbered "Condition" shall be to the relevant Condition in the Terms and Conditions of the Notes.

Risks Relating to the Issuer and the Group

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 risks, any of which could adversely affect the Group's performance:

- Credit risks;
- Market risks;
- Operational risks, including disruptions to the Group's IT systems;
- Structural interest rate and exchange rate risks;
- Liquidity risks;
- Compliance and reputational risks, litigation; and
- Other 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 could be amended or terminated.

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

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

Reputational damage could harm the Group's competitive position.

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

The protracted decline of financial markets or reduced liquidity in such markets may make it harder to sell assets or manoeuver trade positions 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.

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.

The Group is subject to an extensive supervisory and regulatory framework in each of the countries in which it operates and changes in this regulatory framework could have a significant effect on the Group's businesses and costs, as well as on the financial and economic environment in which it operates.

The Group is exposed to counterparty and concentration risks.

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

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

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

To prepare its consolidated financial statements in accordance with IFRS as adopted by the European Union, the Group relies on assumptions and estimates which, if incorrect, could have a significant impact on its financial statements.

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

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.

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 may incur losses as a result of unforeseen or catastrophic events, including terrorist attacks or natural disasters.

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

The Group's inability to attract and retain qualified employees, as well as significant changes in the regulatory framework related to employees and compensation, may materially adversely affect its performance.

Risks related to the implementation of the Group's strategic plan.

For further information on the risks relating to the Issuer and the Group, investors and/or Noteholders should refer to the "Risk factors and Capital Adequacy" section on pages 137-235 of the 2018 Registration Document, the "Risk factors and Capital Adequacy" section on pages 33-37 of the First Update to the 2018 Registration Document and the "Risk factors and Capital Adequacy" section on pages 45-55 of the Second Update to the 2018 Registration Document which sections are incorporated by reference in this Prospectus.

Creditworthiness of the Issuer.

The Issuer raises a large amount of financing, including through the issue of a large number of financial instruments, on a global basis and, at any given time, the aggregate amount due under such financial indebtedness outstanding may be substantial. Investors who purchase the Notes rely upon the creditworthiness of the Issuer, and no other person. Therefore, prospective investors face the risk of not receiving any payment on their investment if the Issuer files for bankruptcy or is otherwise unable to pay its debt obligations. No assurance can be given, and none is intended to be given, that the Noteholders will receive any amount payable on the Notes.

The Group's future results may differ materially from what is expressed or implied by the financial targets and objectives presented in this Prospectus, including the financial targets and transformation initiatives in the 2020 Strategic and Financial Plan, and investors should not place undue reliance on these targets and objectives.

The financial targets and objectives presented in this Prospectus in the context of the 2020 Strategic and Financial Plan represent the Group's ambitions for the 2017-2020 period, including with respect to the Group's revenue growth, costs, retail business, capital ratios (including the Group's Common Equity Tier 1 capital ratio), expected funding program and other measures, ratios and objectives. The actual results of the Group may differ materially from what is expressed or implied by these financial targets and objectives, and the Group may not be able to achieve its transformation objectives. These targets and transformation objectives were established primarily for purposes of internal planning and allocation of resources and may not be achievable in the 2017-2020 period or at any time. These financial targets and transformation objectives are based upon a number of general and specific assumptions, including expectations as to the competitive and regulatory environment and the continued application of existing prudential regulations, as well as assumptions relating to our ability to reduce headcount and develop the Group's data management, artificial intelligence and cybersecurity expertise, which are subject to significant business, operational, economic, political, regulatory and other risks, including the materialization of one or more of the risk factors described in this section "Risk Factors" of this Prospectus, many of which are outside of the Group's control. In addition, these targets and objectives were prepared on the basis of existing accounting principles and methods under IFRS, and do not take into account changes in accounting standards that have, will or may come into effect (such as, for example, potential impacts from the application of IFRS 9 since January 1, 2018). Any of these assumptions may prove to be incorrect or may not continue to reflect the commercial, regulatory and economic environment in which the Group operates. Accordingly, such assumptions used for setting the Group's financial targets and transformation objectives may change or may not materialize at all. In addition, the financial targets and transformation objectives do not constitute projections or forecasts of anticipated results and unanticipated events may have a material adverse effect on the actual results that the Group achieves in future periods and the development of its business whether or not its assumptions otherwise prove to be correct. As a result, the Group's actual results and business development may vary materially from these targets and transformation objectives investors should not place undue reliance on them. Furthermore, the success of the 2020 Strategic and Financial Plan depends on the implementation of a large number of initiatives within different business units of the Group, including with respect to the Group's digital strategy and retail business transformation initiatives. It is not possible to predict which objectives, if any, will or will not be achieved. If the Group does not realize its objectives, its financial condition and results of operations, and the value of its financial instruments, including the Notes, could be adversely affected.

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

The United Kingdom held a referendum on June 23, 2016 in which a majority voted to exit the European Union ("**Brexit**") and on March 29, 2017, the government of the United Kingdom invoked Article 50 of the Treaty on the European Union (the "**Lisbon Treaty**") which sets out a two-year period of negotiation to determine the new terms of the withdrawing member state's relationship with the European Union. As such, it is expected that the United Kingdom will leave the European Union in March 2019. Negotiations have begun

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. These negotiations could extend beyond the two-year period set forth in Article 50 of the Lisbon Treaty, in which case the United Kingdom could leave the European Union without having reached an agreement (whether permanent or transitional) to retain access to the European Union markets. 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 the Group cannot anticipate, could adversely affect the Group's business, results of operations, financial condition and cash flows, and could negatively impact the value of the Notes.

Risks Relating to the Notes

The following does not describe all the risks of an investment in the Notes. Prospective investors should consult their own financial and legal advisers about risks associated with investment in the Notes and the suitability of investing in the Notes in light of their particular circumstances.

The Notes are complex instruments that may not be suitable for all investors

The Notes are complex financial instruments and may not be a suitable investment for all investors; the Notes may also be difficult to compare with other similar financial instruments due to a lack of fully harmonized structures, trigger points and loss absorption mechanisms among Additional Tier 1 instruments. Each prospective investor in the Notes must determine the suitability of such investment in light of its own circumstances and have sufficient financial resources and liquidity to bear the risks of an investment in the Notes, including the possibility that the entire principal amount of the Notes could be lost. A prospective investor should not invest in the Notes unless it has the knowledge and expertise (either alone or with a financial advisor) to evaluate how the Notes will perform under changing conditions, the resulting effects on the likelihood of a Write-Down or meeting the conditions for resolution (as discussed below in "*—French law and European legislation regarding the resolution of financial institutions may require the write-down or conversion to shares (or other instruments of ownership) of the Notes or other resolution measures if the Issuer is deemed to meet the conditions for resolution*") and value of the Notes, and the impact of this investment on the prospective investor's overall investment portfolio. These risks may be difficult to evaluate given their discretionary or unknown nature. Each potential investor must determine the suitability of any investment in the Notes in light of its own circumstances.

In particular, each potential investor should:

- have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Prospectus;
- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes;
- understand thoroughly the terms of the Notes, including the provisions relating to the deeply subordinated ranking and to payment and cancellation of interest and any write-down of the Notes and be familiar with the behavior of any relevant indices and financial markets; and
- be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear applicable risks.

The Notes are deeply subordinated obligations

The Notes constitute direct, unconditional, unsecured and deeply subordinated obligations of the Issuer which rank and will rank junior in priority of payment to unsubordinated creditors (including depositors) of the

Issuer and to subordinated indebtedness of the Issuer, any *prêts participatifs* granted to the Issuer, any *titres participatifs* issued by it (participating loans and participating securities, respectively, each as defined under French law), as more fully described in the Terms and Conditions of the Notes.

If any judgment is rendered by any competent court declaring the judicial liquidation (*liquidation judiciaire*) of the Issuer or if the Issuer is liquidated for any other reason, the rights of payment of the Noteholders shall rank senior in priority only to any payments to holders of Issuer Shares. In the event of incomplete payment of unsubordinated creditors and subordinated creditors ranking ahead of the claim of the Noteholders, the obligations of the Issuer in connection with the Notes will be terminated. Noteholders will be responsible for taking all steps necessary for the orderly accomplishment of any collective proceedings or voluntary winding up in relation to any claims they may have against the Issuer.

Although deeply subordinated debt obligations such as the Notes may pay a higher rate of interest than comparable securities that are not subordinated, there is a substantial risk that investors will lose all or some of their investment should the Issuer become insolvent.

As of June 30, 2018, the Issuer had indebtedness of EUR 1,234.9 billion, including but not limited to debt due to banks, customer deposits (including savings accounts), debt securities, other liabilities and subordinated indebtedness, all of which are senior to the Notes.

The Issuer is not prohibited from issuing further debt, which may rank pari passu with or senior to the Notes

There is no restriction on the amount of debt that the Issuer may issue that ranks senior to the Notes or on the amount of securities that it may issue that rank *pari passu* with the Notes. The Issuer's incurrence of additional debt may have important consequences for investors in the Notes, including increasing the risk of the Issuer's inability to satisfy its obligations with respect to the Notes; a loss in the trading value of the Notes, if any; and a downgrading or withdrawal of the credit rating of the Notes. The issue of any such debt or securities may reduce the amount recoverable by investors upon the Issuer's bankruptcy. If the Issuer's financial condition were to deteriorate, the Noteholders could suffer direct and materially adverse consequences, including suspension of interest and reduction of interest and principal and, if the Issuer were liquidated (whether voluntarily or involuntarily), the Noteholders could suffer loss of their entire investment. For more information, see the risk factor "—*Noteholders' return may be limited or delayed by the insolvency of Société Générale*" below.

As of June 30, 2018, the Issuer had EUR 9.4 billion of indebtedness outstanding that ranks *pari passu* with the Notes in the event of liquidation.

There are no events of default under the Notes

The Terms and Conditions of the Notes do not provide for events of default allowing acceleration of the Notes if certain events occur. Accordingly, if the Issuer fails to meet any obligations under the Notes, including the payment of any interest, investors will not have the right of acceleration of principal. Upon a payment default, the sole remedy available to Noteholders for recovery of amounts owing in respect of any payment of principal or interest on the Notes will be the institution of proceedings to enforce such payment. Notwithstanding the foregoing, the Issuer will not, by virtue of the institution of any such proceedings, be obliged to pay any sum or sums sooner than the same would otherwise have been payable by it.

Furthermore, any Write-Down of the Notes shall also not constitute any event of default or a breach of the Issuer's obligations or duties or a failure to perform by the Issuer in any manner whatsoever and shall not entitle Noteholders to petition for the insolvency or dissolution of the Issuer (See the risk factor "—*The principal amount of the Notes may be reduced to absorb losses*" below).

In certain circumstances, the Issuer may decide not to pay interest on the Notes or be required by the terms of the Notes not to pay such interest

The Issuer may elect, for no reason and without stating a reason, and in certain circumstances will be required, not to pay all or some of the Interest Amounts falling due on the Notes on any Interest Payment Date. The Issuer will be required to cancel the payment of all or some of the Interest Amounts falling due on the Notes: (a) if and to the extent that the Interest Amounts payable on any Interest Payment Date falling in any financial

year, when aggregated together with distributions on all other own funds instruments (not including, for the avoidance of doubt, any Tier 2 instruments) and any additional amounts payable in accordance with Condition 10.1 (*Gross up*) scheduled for payment in such financial year, exceed the amount of Distributable Items; and (b) to the extent required by the Relevant Rules, if and to the extent that such payment would cause, when aggregated together with distributions of the kind referred to in Article 141(2) of the Capital Requirements Directive, the Maximum Distributable Amount then applicable to the Issuer to be exceeded. See Condition 6.10 (*Cancellation of Interest Amounts*).

Further, the Issuer will cancel the payment of an Interest Amount (in whole or, as the case may be, in part) if the Regulator notifies the Issuer that, in its sole discretion, it has determined that the Interest Amount (in whole or in part) should be cancelled pursuant to Article 104(1)(i) of the Capital Requirements Directive.

As of December 31, 2017, the Issuer had EUR 13.4 billion of Distributable Items.

Any interest not so paid on any such Interest Payment Date shall be cancelled and shall no longer be due and payable by the Issuer. A cancellation of interest pursuant to Condition 6 (*Interest*) does not constitute a default under the Notes for any purpose. Furthermore, it is possible that Interest Amounts on the Notes will be cancelled, while junior or *pari passu* securities remain outstanding and continue to receive payments. The Issuer currently intends to give due consideration to the Notes' position in the capital hierarchy and preserve seniority of claims. However, even if the Issuer is willing to make distribution payments, it could be prevented from doing so by regulatory provisions and/or regulatory action. In all such instances, Noteholders would receive no, or only reduced, interest on the Notes.

Any actual or anticipated cancellation of interest on the Notes will likely have an adverse effect on the market price of the Notes. In addition, as a result of the interest cancellation provisions of the Notes, the market price of the Notes may be more volatile than the market prices of other debt securities on which interest accrues that are not subject to such cancellation and may be more sensitive generally to adverse changes in the Issuer's financial condition. Any indication that the Issuer's Common Equity Tier 1 capital ratio is trending towards the minimum applicable combined buffer may have an adverse effect on the market price of the Notes.

CRD IV includes "Pillar 2" capital requirements that are in addition to the minimum "Pillar 1" capital requirement. These "Pillar 2" additional capital requirements will restrict the Issuer from making interest payments on the Notes in certain circumstances

In addition to the "Pillar 1" "own funds" and buffer capital requirements (see "*Governmental Supervision and Regulation of the Issuer in France—Banking Regulations*"), CRD IV contemplates that competent authorities may require additional "Pillar 2" capital to be maintained by an institution relating to elements of risks which are not fully captured by the minimum "own funds" requirements ("**additional own funds requirements**") or to address macro-prudential requirements. Additional requirements may include further capital and eligible liability requirements such as MREL and, any TLAC requirement, as discussed below.

"Pillar 2" capital consists of two parts: "Pillar 2" requirements (which are binding and breach of which can have direct legal consequences for banks, including the triggering of the capital conservation measures of Article 141 of the Capital Requirements Directive and the Capital Requirements Regulation ("**CRD**")) and "Pillar 2" guidance (with which banks are expected to comply but breach of which does not automatically trigger the capital conservation measures of Article 141 of CRD). Accordingly, in the capital stack of a bank, the "Pillar 2" guidance is in addition to (and "sits above") that bank's "Pillar 1" capital requirements, its "Pillar 2" requirements and its combined buffer requirement. "Pillar 2" requirements sit above the "Pillar 1" capital requirements but below the combined buffer requirement.

The European Banking Authority (the "**EBA**") published guidelines on December 19, 2014 addressed to national supervisors on common procedures and methodologies for the supervisory review and evaluation process ("**SREP**") which contained guidelines proposing a common approach to determining the amount and composition of additional own funds requirements which were implemented with effect from January 1, 2016. For further details, please refer to "*Governmental Supervision and Regulation—Governmental Supervision and Regulation of the Issuer in France—Banking Regulations*" below.

Following the results of the 2017 SREP published in December 2017, the ECB confirmed the level of additional requirement in respect of Pillar 2 for the Issuer, relevant for the Maximum Distributable Amount, as defined below, which is equal to 1.50% made of CET1 as from January 1, 2018 (unchanged compared to

2017). Taking into account the different additional regulatory buffers, the minimum requirement in respect of the Common Equity Tier 1 ratio that would trigger the Maximum Distributable Amount mechanism would be approximately 8.7% (phased-in ratios in 2018) and subsequently increase to approximately 9.6% as from January 1, 2019 (including 0.1% of countercyclical buffers). The regulatory CET1 phased-in ratio of the Issuer at June 30, 2018 was 11.2%.

There are also own fund requirements on the Tier 1 capital ratio and the total capital ratio.

As of today, there is no regulatory requirement for the leverage ratio and no associated Maximum Distributable Amount mechanism. This may be included in CRR2 which is currently being discussed by the European Parliament with an unknown date of entry into force.

Furthermore, the SREP ratio is reviewed annually and global systematically important bank ("**G-SIB**") and countercyclical buffers may change in future. See the risk factor "*—The Issuer may be subject to higher capital requirements*" below.

The implementation of Article 141 of the CRD IV (which deals with the failure to meet the "combined buffer requirement" and restrictions on distributions) in France, including its inter-relationship with the minimum and additional capital requirements, buffers and macro-prudential tools (including the calculation of the Maximum Distributable Amount), remains uncertain in many respects. Such uncertainty can be expected to continue while the relevant authorities in the European Union and France continue to develop their approach to the application of the relevant rules.

The EBA issued an opinion on December 16, 2015 on the trigger, calculation and transparency of the Maximum Distributable Amount. The opinion clarifies that Common Equity Tier 1 capital taken into account for the calculation of the Maximum Distributable Amount must be in excess of that held to meet Pillar 1 and Pillar 2 requirements, which should be met at all times. In line with the approach recommended in the EBA opinion, the ECB published a presentation on its SREP methodology on February 19, 2016 in which it outlined that only Common Equity Tier 1 capital in excess of that used to meet an institution's Pillar 1 and Pillar 2 Common Equity Tier 1 capital requirements will be taken into account for determining the Maximum Distributable Amount. There can be no assurance however that any formal legislative or other clarification of these issues will be made.

Until this uncertainty can be resolved, there can be no assurance as to the relationship between the "Pillar 2" additional own funds requirements and the restrictions on distributions of the kind referred to in Article 141(2) of the Capital Requirements Directive (see the risk factor "*—In certain circumstances, the Issuer may decide not to pay interest on the Notes or be required by the terms of the Notes not to pay such interest*" above), including as to the consequences for an institution of its capital levels falling below the minimum buffer and additional own funds requirements.

On December 7, 2017, the Basel Committee on Banking Supervision (the "**Basel Committee**") published revised standards that finalize the Basel III post-crisis regulatory reforms, including revisions to the measurement of the leverage ratio and a leverage ratio buffer for G-SIBs, which will take the form of a Tier 1 capital buffer set at 50% of a G-SIB's risk-weighted capital buffer. Capital distribution constraints will be imposed on a G-SIB that does not meet its leverage ratio buffer requirement.

The distribution constraints imposed on a G-SIB will depend on its CET1 risk-weighted ratio and Tier 1 leverage ratio. A G-SIB that meets (i) its CET1 risk-weighted requirements (defined as a 4.5% minimum requirement, a 2.5% capital conservation buffer, the G-SIB higher loss-absorbency requirement and the countercyclical capital buffer if applicable) and (ii) its Tier 1 leverage ratio requirement (defined as a 3% leverage ratio minimum requirement and the G-SIB leverage ratio buffer) will not be subject to distribution constraints. A G-SIB that does not meet one of these requirements will be subject to the associated minimum capital conservation requirement (expressed as a percentage of earnings). A G-SIB that does not meet both requirements will be subject to the higher of the two associated conservation requirements.

The principal amount of the Notes may be reduced to absorb losses

The Notes are being issued for capital adequacy regulatory purposes with the intention and purpose of being eligible as Tier 1 Capital of the Issuer. Such eligibility depends upon a number of conditions being satisfied, which are reflected in the Terms and Conditions of the Notes. One of these relates to the ability of the Notes

and the proceeds of their issue to be available to absorb any losses of the Issuer. Accordingly, if the Issuer's then applicable Common Equity Tier 1 capital ratio falls below 5.125% on a consolidated basis, the Current Principal Amount of the Notes will be reduced. The Issuer shall provide notice of any such write-down to Noteholders, but any failure by the Issuer to provide such notice shall not prevent or otherwise impact the exercise of any such write-down. See Condition 7 (*Loss Absorption and Return to Financial Health*).

The terms of other capital instruments already in issue or to be issued after the date of this Prospectus by the Issuer may vary and accordingly such instruments may not be written down at the same time, or to the same extent, as the Notes, or at all. Alternatively, such other capital instruments may provide that they shall convert into Common Equity Tier 1 instruments, or become entitled to reinstatement of the principal amount of the Notes or other compensation in the event of a potential recovery of the Issuer or any other member of the Group or a subsequent change in the Group's financial condition. Such capital instruments may also provide for such reinstatement or compensation in different circumstances from those in which, or to a different extent to which, the principal amount of the Notes may be reinstated.

The Issuer's current and future outstanding junior or *pari passu* securities might not include write-down or similar features with triggers comparable to those of the Notes. As a result, it is possible that the Notes will be subject to a Write-Down, while junior or *pari passu* securities remain outstanding and holders thereof continue to receive payments thereunder. Upon the occurrence of a Loss Absorption Event, and to the extent that the prior or pro rata write-down or conversion of any other capital instruments issued by the Issuer is not applicable under their respective terms, or if applicable, does not occur for any reason, the Write-Down of the Notes shall not in any way be affected.

Noteholders may lose all or some of their investment as a result of a Write-Down or in certain other circumstances under the BRRD, as transposed into French law (see the risk factor "*—French law and European legislation regarding the resolution of financial institutions may require the write-down or conversion to shares (or other instruments of ownership) of the Notes or other resolution measures if the Issuer is deemed to meet the conditions for resolution*" below).

In addition, if any judgment is rendered by any competent court declaring the judicial liquidation (*liquidation judiciaire*) of the Issuer or if the Issuer is liquidated for any other reason prior to the Notes being written up in full pursuant to Condition 7, Noteholders' claims for principal will be based on the then-reduced Current Principal Amount of the Notes. Further, during the period of any Write-Down pursuant to Condition 7, interest will accrue on the Current Principal Amount of the Notes and the Notes will be redeemable at the Current Principal Amount, which will be lower than the Original Principal Amount.

The extent to which the Issuer makes a profit from its operations (if any) or the extent to which it has reduced its risk-weighted assets will affect whether the principal amount of the Notes may be reinstated to their Original Principal Amount. The Issuer will not in any circumstances be obliged to write up the principal amount of the Notes, but any write-up must be undertaken on a *pro rata* basis with any other Tier 1 instruments providing for a reinstatement of principal amount in similar circumstances (see also the definition of "*Discretionary Temporary Write-Down Instrument*" in Condition 2 (*Definitions and Interpretation*)) and Condition 7.3 (*Return to Financial Health*).

The market price of the Notes is expected to be affected by fluctuations in the Issuer's consolidated Common Equity Tier 1 capital ratio. Any indication that the Issuer's consolidated Common Equity Tier 1 capital ratio is trending towards 5.125% may have an adverse effect on the market price of the Notes. The level of the Issuer's consolidated Common Equity Tier 1 capital ratio may significantly affect the trading price of the Notes.

The Issuer's Common Equity Tier 1 capital ratio and the Maximum Distributable Amount will be affected by a number of factors, any of which may be outside the Issuer's control, as well as by its business decisions and, in making such decisions, the Issuer's interests may not be aligned with those of the Noteholders

The occurrence of a Loss Absorption Event is inherently unpredictable and depends on a number of factors, any of which may be outside the Issuer's control. The calculation of the Issuer's Common Equity Tier 1 capital ratio could be affected by one or more factors, including, among other things, changes in the mix of the Group's business, major events affecting its earnings, dividend payments by the Issuer, regulatory changes (including changes to definitions and calculations of regulatory capital ratios and their components) and the

Group's ability to manage risk-weighted assets in both its ongoing businesses and those which it may seek to exit.

The Common Equity Tier 1 capital ratio and the Maximum Distributable Amount will also depend on the Group's decisions relating to its businesses and operations, as well as the management of its capital position, and may be affected by changes in applicable accounting rules, or by changes to regulatory adjustments which modify the regulatory capital impact of accounting rules. The Issuer will have no obligation to consider the interests of Noteholders in connection with its strategic decisions, including in respect of its capital management. Noteholders will not have any claim against the Issuer or any other member of the Group relating to decisions that affect the business and operations of the Group, including its capital position, regardless of whether they result in the occurrence of the relevant trigger event. Such decisions could cause Noteholders to lose all or part of the value of their investment in the Notes.

Separately, once implemented, total loss absorbing capacity ("**TLAC**") requirements for G-SIBs such as the Issuer will also impose further restrictions on the Issuer's ability to make payments on the Notes (see also "*Governmental Supervision and Regulation of the Issuer in France*"). On November 9, 2015, the Financial Stability Board (the "**FSB**") published its final principles regarding G-SIBs in resolution. The FSB principles seek to ensure that G-SIBs will have sufficient loss absorbing capacity available in a resolution of such an entity, in order to minimize any impact on financial stability, ensure the continuity of critical functions and avoid exposing taxpayers to loss. On July 6, 2017, the FSB issued guiding principles on the internal TLAC of G-SIBs. The TLAC requirements are stated to apply from January 1, 2019. The TLAC requirements will, once implemented in France, apply in addition to capital requirements applicable to the Issuer.

Waiver of set-off

In Condition 16 (*Waiver of Set-Off*), each Noteholder waives any and all rights of and claims for deduction, set-off, netting, compensation, retention or counterclaim in respect of any right, claim or liability owed to it by the Issuer. As a result, the Noteholders will not at any time be entitled to set-off the Issuer's obligations under the Notes against obligations owed by them to the Issuer.

French law and European legislation regarding the resolution of financial institutions may require the write-down or conversion to equity of the Notes 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 May 15, 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms (the "**BRRD**") entered into force on July 2, 2014. 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 August 20, 2015 transposed the BRRD into French law and amended the *Code monétaire et financier* for this purpose. The French ordonnance has been ratified by law No. 2016-1691 dated December 9, 2016 (*Loi n°2016-1691 du 9 décembre 2016 relative à la transparence, à la lutte contre la corruption et à la modernisation de la vie économique*) which also incorporates provisions which clarify the implementation of the BRRD.

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 July 15, 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 Additional Tier 1 instruments such as the Notes and Tier 2 instruments) and eligible liabilities (including senior debt instruments if junior instruments prove insufficient to absorb all losses) absorb losses of the issuing institution that is subject to resolution in accordance with a set order of priority (the "**Bail-in Power**"). 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 (in particular, ensuring the continuity of critical functions, avoiding a significant adverse effect on the financial system, protecting public funds by minimising reliance on extraordinary public financial support, and protecting client funds and assets) 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, fully or partially write-down or convert capital instruments (including subordinated debt such as Additional Tier 1 instruments (such as the Notes) and Tier 2 instruments) into ordinary shares or other instruments of ownership, or otherwise modify the terms of the Notes (for example, the maturity and/or interest payable may be altered and/or a temporary suspension of payments may be ordered) 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 Notes contain provisions giving effect to the Bail-in Power in the context of resolution and write-down or conversion of capital instruments at the point of non-viability. The Bail-in Power 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 Notes, or the variation of the terms of the Notes. Extraordinary public financial support should only be used as a last resort after having assessed and applied, to the maximum extent practicable, the resolution measures. No support will be available until a minimum amount of contribution to loss absorption and recapitalization of 8% of total liabilities including own funds has been made by the shareholders, the holders of other instruments of ownership, the holders of relevant capital instruments and other eligible liabilities through write down, conversion or otherwise. For more information on the conditions for resolution and write-down or conversion of capital instruments, see "*Governmental Supervision and Regulation—Governmental Supervision and Regulation of the Issuer in France—Resolution Framework in France and European Bank Recovery and Resolution Directive*" below.

In addition to the Bail-in Power, 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.

Before taking a resolution measure, including implementing the Bail-in Power, or exercising the power to write down or convert relevant capital instruments (including subordinated debt such as Additional Tier 1 instruments (such as the Notes) and Tier 2 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 January 1, 2016, French credit institutions (such as the Issuer) 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 preventing institutions from structuring their liabilities in a manner that impedes the effectiveness of the Bail-in Power in order to facilitate resolution. See also "*—The Issuer's Common Equity Tier 1 capital ratio and the Maximum Distributable Amount will be affected by a number of factors, any of which may be outside the Issuer's control, as well as by its business decisions and, in making such decisions, the Issuer's interests may not be aligned with those of the Noteholders*" above.

In addition, on November 9, 2015, the FSB published a standard on total loss absorbing capacity which is set forth in a term sheet (the "**FSB TLAC Term Sheet**"). That standard – which was adopted after the BRRD – shares similar objectives to MREL, but covers a different scope. Moreover, the European Commission has recently proposed directives and regulations intended to give effect to the FSB TLAC Term Sheet and to modify the requirements for MREL eligibility. These proposals have not yet been implemented and, when finally adopted, the final applicable MREL/TLAC regulations may be different from those set forth in these proposals.

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 January 1, 2015 and the SRM has been fully operational since January 1, 2016.

The application of any measure under the French BRRD implementing provisions or any suggestion of such application with respect to the Issuer or the Group could, with respect to capital instruments such as the Notes, materially adversely affect the rights of Noteholders, the price or value of an investment in the Notes and/or the ability of the Issuer to satisfy its obligations under the Notes, and as a result investors may lose their entire investment.

Moreover, if the Issuer's financial condition deteriorates, the existence of the Bail-in Power or the exercise of write-down/conversion powers or any other resolution tools by the Resolution Authority independently of a resolution measure or in combination with a resolution measure when it determines that the institution or its group will no longer be viable could cause the market price or value of the Notes to decline more rapidly than would be the case in the absence of such powers.

For further details on the regulatory regime applicable to the Issuer, please refer to the section headed "*Governmental Supervision and Regulation*". For a brief description of French insolvency proceedings, see the risk factor "*—Noteholders' returns may be limited or delayed by the insolvency of Société Générale*" below.

The Issuer may be subject to higher capital requirements

Regulators assess the Issuer's capital position and target levels of capital resources on an ongoing basis. Targets may increase in the future, and rules dictating the measurement of capital may be adversely changed, which would constrain the Issuer's planned activities and contribute to adverse impacts on the Issuer's earnings, credit ratings or ability to operate. In addition, during periods of market dislocation, increasing the Issuer's capital resources in order to meet targets may prove more difficult and/or costly.

On December 7, 2017, the Basel Committee published revised standards that finalize the Basel III post-crisis regulatory reforms. The reforms include the following elements: (i) a revised standardized approach for credit risk, which will improve the robustness and risk sensitivity of the existing approach, (ii) revisions to the internal ratings-based approach for credit risk, where the use of the most advanced internally modelled approaches for low-default portfolios will be limited, (iii) revisions to the credit valuation adjustment (the "**CVA**") framework, including the removal of the internally modelled approach and the introduction of a revised standardized approach, (iv) a revised standardized approach for operational risk, which will replace the existing standardized approaches and the advanced measurement approaches, (v) revisions to the measurement of the leverage ratio and a leverage ratio buffer for G-SIBs, which will take the form of a Tier 1 capital buffer set at 50% of a G-SIB's risk-weighted capital buffer and (vi) an aggregate output floor, which will ensure that banks' risk-weighted assets ("**RWAs**") generated by internal models are no lower than 72.5% of RWAs as calculated by the Basel III framework's standardized approaches. The implementation of the amendments to the Basel III framework within the European Union may go beyond the Basel Committee standards and provide for European specificities.

Therefore, currently no firm conclusion regarding the impact of the revised standards on the future capital requirements and their impact on the capital requirements for the Issuer can be made.

The revised standards are expected to take effect from January 1, 2022, and will be phased in over five years, however there is no European proposal at this stage. The Basel Committee has also extended the implementation date of the revised minimum capital requirements for market risk, which was originally set to be implemented on January 1, 2019, to January 1, 2022. The date of entry into force of the full package will depend upon the European transposition.

On July 6, 2017, the FSB issued guiding principles on the internal TLAC of G-SIBs. The TLAC requirements are stated to apply from January 1, 2019. The TLAC requirements will, once implemented in France, apply in addition to capital requirements applicable to the Issuer. See also "*—The Issuer's Common Equity Tier 1*

capital ratio and the Maximum Distributable Amount will be affected by a number of factors, any of which may be outside the Issuer's control, as well as by its business decisions and, in making such decisions, the Issuer's interests may not be aligned with those of the Noteholders".

On November 23, 2016, the European Commission proposed amendments to the CRD IV, the CRR and the BRRD that, among other things, would give effect to the FSB TLAC Term Sheet and modify the requirements applicable to MREL. In particular, the European Commission proposed that resolution authorities should be able, on the basis of bank-specific assessments, to require that G-SIBs comply with a supplementary MREL requirement (*i.e.*, a Pillar 2 add-on requirement). Such a Pillar 2 MREL requirement would have to be strictly linked to the resolvability analysis of a given G-SIB and, in particular, its recapitalization needs and, as with all discretionary requirements, be duly justified, necessary and proportionate.

Moreover, the amendments to the CRD IV and the CRR include more risk-sensitive capital requirements in particular for market risk, counterparty credit risk and exposures to central counterparties. It includes a binding leverage ratio and a binding Net Stable Funding Ratio. There are also measures to improve banks' lending capacity to support the EU economy, such as certain specific measures related to SMEs and to infrastructure projects. However, because of the uncertainty regarding the content and the implementation of the amendments to the CRD IV, the CRR and the BRRD, it is not possible to predict what impact they will have on Société Générale.

No scheduled redemption

The Notes are undated securities in respect of which there is no fixed redemption or maturity date. The Issuer is under no obligation to redeem the Notes at any time (except as provided in Condition 8 (*Redemption and Purchase*) and, in any event, subject to the prior approval of the Regulator). There is no redemption at the option of the Noteholders.

Limitations on gross-up obligation under the Notes

The obligation of the Issuer to pay additional amounts in respect of any withholding or deduction of taxes imposed under the laws of France under Condition 10 (*Taxation*) apply only to payments of interest and not to payments of principal due under the Notes. As such, the Issuer is not required to pay any additional amounts under Condition 10 (*Taxation*) of the Notes to the extent any withholding or deduction applies to payments of principal. Accordingly, if any such withholding or deduction were to apply to any payments of principal under the Notes, Noteholders may receive less than the full amount due under the Notes. See the risk factor "*—The Issuer is not required to redeem the Notes in the case of a Gross-Up Event*" below.

Furthermore, the Issuer will not be required to make the payment of all or some of additional amounts under Condition 10 (*Taxation*) falling due under the Notes if and to the extent that such payments, when aggregated together with Interest Amounts and distributions on all other own funds instruments (not including any Tier 2 instruments) paid or scheduled for payment in the then-current financial year exceed the amount of Distributable Items. See Condition 10.1 (*Gross up*).

The Issuer is not required to redeem the Notes in the case of a Gross-Up Event

There is uncertainty as to whether gross-up obligations in general, including those under the Terms and Conditions of the Notes, are legal under French law. If any payment obligations under the Notes, including the obligation to pay additional amounts under Condition 10 (*Taxation*), are held illegal under French law, the Issuer will have the right, but not the obligation, to redeem all, but not some only, of the Notes then outstanding (subject to the provisions of Condition 8.8 (*Conditions to redemption, substitution, variation, purchase or cancellation*) including the prior approval of the Regulator) at any time, having given no less than ten (10) Business Days' prior notice to the Noteholders (in accordance with Condition 19 (*Notices*) and the Fiscal Agent, at the Redemption Amount together with accrued interest (if any) thereon. Accordingly, if the Issuer does not (or is not permitted by the Regulator to) redeem the Notes upon the occurrence of a Gross-Up Event as described in paragraph (c) of Condition 8.4 (*Optional redemption upon the occurrence of a Tax Event*), Noteholders may receive less than the full amount due under the Notes, and the market value of the Notes will be adversely affected.

The Notes may be subject to early redemption at the First Call Date and each fifth anniversary thereafter or at any time upon the occurrence of a Tax Event or a Capital Event at the Current Principal Amount

On any Issuer Call Date or upon the occurrence of a Tax Deductibility Event, a Withholding Tax Event, a Gross-Up Event or a Capital Event, the Issuer may, at its option, subject to the provisions of Condition 8.8 (*Conditions to redemption, substitution, variation, purchase or cancellation*) including the prior approval of the Regulator, redeem all, but not some only, of the Notes at any time at their Current Principal Amount plus accrued interest (if any).

"Current Principal Amount" means, at any time, the principal amount of each Note calculated on the basis of the Original Principal Amount of such Note as such amount may be reduced, on one or more occasions pursuant to the application of the loss absorption mechanism and/or reinstated on one or more occasions following a Return to Financial Health, as the case may be, pursuant to Conditions 7.1 (*Loss Absorption*) and 7.3 (*Return to Financial Health*).

The Notes could be redeemed even if the principal amount of the Notes has been Written Down and not yet reinstated in full, as described in Condition 7 (*Loss Absorption and Return to Financial Health*).

A Tax Deductibility Event refers to any change in the French Laws or regulations (or their application or official interpretation) that would reduce the tax deductibility of interest for the Issuer; a Withholding Tax Event refers to any change in the French Laws or regulations (or their application or official interpretation) that would require the Issuer to pay additional amounts as provided in Condition 10 (*Taxation*); and a Gross-Up Event occurs if the Issuer would be prevented under French Law from making full payment of amounts due under the Notes, in each case as described in Condition 8.4 (*Optional redemption upon the occurrence of a Tax Event*). The Issuer considers the Notes to be debt for French tax purposes based on their characteristics and accounting treatment and therefore that the payments under the Notes will be fully deductible. The legislative history connected with the French Parliament's approval in 2003 of the statute under which the Notes will be issued supports the characterization as debt of deeply subordinated debt obligations that are otherwise treated as equity by regulators and rating agencies, and the Finance Committee of the French Senate and the Minister of the Economy and Finance took similar positions at the time. However, neither the French courts nor the French tax authorities have, at the date of this Prospectus, expressed a specific position on the tax treatment of the Notes and there can be no assurance that they will express any opinion or that they will take the same view. The Notes may be redeemable if interest ceases to be fully deductible as a result of a change in French law or regulations or a change in the application or interpretation of French law by the French tax authorities after the Issue Date.

A Capital Event refers to the partial or full exclusion of the Notes from the Tier 1 Capital of the Issuer by reason of a change in the regulatory classification of the Notes, but, for the avoidance of doubt, does not include a reduction in the amount of the Notes which are recognized as Additional Tier 1 Capital as a result of a change in the regulatory assessment of the minimum amount of Common Equity Tier 1 capital that would be generated if the principal amount of the Notes were fully written down in accordance with Article 54(3) of the Capital Requirements Regulation.

These optional redemption features are likely to limit the market value of the Notes. During any period when the Issuer may elect to redeem the Notes, the market value of the Notes generally will not rise substantially above the price at which they can be redeemed. In addition, Noteholders will not receive a make-whole amount or any other compensation in the event of any early redemption of Notes.

If the Issuer redeems the Notes in any of the circumstances mentioned above, there is a risk that the Notes may be redeemed at times when the redemption proceeds are less than the current market value of the Notes or when prevailing interest rates may be relatively low, in which latter case Noteholders may only be able to reinvest the redemption proceeds in securities with a lower yield. Prospective investors should consider reinvestment risk in light of other investments available at that time.

Substitution and variation of the Notes without Noteholder consent upon the occurrence of a Special Event or an Alignment Event or in order to ensure the effectiveness and enforceability of Acknowledgement of Bail-In Power and Statutory Write-down or Conversion provisions

Subject to the provisions of Condition 8.8 (*Conditions to redemption, substitution, variation, purchase or cancellation*) including the prior approval of the Regulator, the Issuer may, at its option, and without the

consent or approval of the Noteholders, elect either (i) to substitute all (but not some only) of the Notes or (ii) vary the terms of all (but not some only) of the Notes, upon the occurrence of a Special Event or an Alignment Event or in order to ensure the effectiveness and enforceability of Condition 15 (*Acknowledgment of Bail-In Power and Statutory Write-down or Conversion*) so that, or as long as, they become or remain Qualifying Notes.

Qualifying Notes are securities issued directly or indirectly by the Issuer that comply with the then current requirements of the Regulator in relation to Additional Tier 1 Capital, and, other than in respect of the effectiveness and enforceability of Condition 15 (*Acknowledgment of Bail-In Power and Statutory Write-down or Conversion*), have terms not materially less favorable to the Noteholders than the terms of the Notes (provided that the Issuer shall have delivered an Investment Bank Certificate and a certificate to that effect signed by two of its duly authorized representatives to the Fiscal Agent). See Condition 8.7 (*Substitution and variation*).

Investors should note that the delivery of an Investment Bank Certificate and a certificate to the effect that the terms of the substituted or varied Notes have terms not materially less favorable to the Noteholders than the terms of the Notes do not provide any assurance with respect to the effect of any variation or substitution of the Notes on any particular Noteholder. Instead, individual Noteholders bear the risk with respect to their individual tax or other position of a substitution or variation that complies with the provisions of Condition 8.8 (*Conditions to redemption, substitution, variation, purchase or cancellation*) and a particular Noteholder may, due to individual circumstances, experience a negative impact from such complying substitution or variation of Notes.

Risk relating to the change in the Rate of Interest

The Notes will initially earn interest at a fixed rate of interest to, but excluding, the First Call Date. The Rate of Interest of the Notes will be reset on the First Call Date and each Reset Date thereafter, as described in Condition 6 (*Interest*). Such Rate of Interest will be determined by the Calculation Agent two U.S. Government Securities Business Days before the relevant Reset Date and as such is not pre-defined at the date of issue of the Notes. Such Rate of Interest may be less than the initial Rate of Interest and/or less than the Rate of Interest that applies immediately prior to such Reset Date, and may as a result adversely affect the yield of the Notes and therefore the market value of the Notes.

Risks associated with the Notes initially being held in book-entry form

Unless and until Notes in definitive registered form, or definitive registered Notes, are issued in exchange for book-entry interests, owners of book-entry interests will not be considered owners or Noteholders. DTC or its nominee will be the registered holder of the Global Certificates.

After payment to the registered holder, the Issuer will have no responsibility or liability for the payment of interest, principal or other amounts to the owners of book-entry interests. Accordingly, such book-entry interest owners, must rely on the procedures of DTC, and if they are not a participant in DTC, on the procedures of the participants through which they own their interest, to exercise any rights and obligations of a Noteholder under the Agency Agreement. See "*Book-Entry Procedures and Settlement*".

Noteholders' returns may be limited or delayed by the insolvency of the Issuer

If the Issuer were to become insolvent, Noteholders' returns could be limited or delayed. Application of French insolvency law could affect the Issuer's ability to make payments on the Notes and French insolvency laws may not be as favorable to Noteholders as the insolvency laws of the United States or other countries. 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 judicial reorganization procedure (*procédure de redressement judiciaire*) is opened in France with respect to the Issuer.

The Assembly comprises holders of all debt securities issued by the Issuer (including the Notes), whether or not under a debt issuance program and regardless of their ranking and their governing law.

The Assembly deliberates on any 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 proposed judicial reorganization plan (*projet de plan de redressement*) applicable to the Issuer and may further agree to:

- partially or totally reschedule payments which are due, write-off debts and/or convert debts into ordinary shares or other instruments of ownership (including with respect to amounts owed under the Notes); and/or
- establish an unequal treatment between holders of debt securities (including Noteholders) as appropriate under the circumstances.

Decisions of the Assembly will be taken by a two-thirds majority (calculated as a proportion of the amount of debt securities held by the holders attending such Assembly or represented at it which have cast a vote at such Assembly). No quorum is required to hold the Assembly.

The receiver (*administrateur judiciaire*) is allowed to take into account the existence of voting or subordination agreements entered into by a Noteholder, or the existence of an arrangement providing that a third party will pay the holder's claims, in full or in part, in order to reduce such holder's voting rights within the Assembly. The receiver must disclose the method for computing such voting rights and the interested Noteholder may dispute such computation before the president of the competent commercial court. The provisions could apply to a Noteholder who has entered into a hedging arrangement in relation to the Notes.

For the avoidance of doubt, the provisions relating to the Meeting of Noteholders set out in the Agency Agreement and in Condition 17 (*Meetings of Noteholders; Modification*) will not be applicable in these circumstances.

Specific provisions related to insolvency proceedings for credit institutions such as the Issuer are described in the section headed "*Governmental Supervision and Regulation—Governmental Supervision and Regulation of the Issuer in France*" below.

The Prudential Supervision and Resolution Authority (*Autorité de contrôle prudentiel et de résolution*) ("**ACPR**") must approve in advance the opening of any safeguard, judicial reorganization or winding up procedures.

Please refer to the risk factor entitled "*—French law and European legislation regarding the resolution of financial institutions may require the write-down or conversion to equity of the Notes or other resolution measures if the Issuer is deemed to meet the conditions for resolution"* and the section headed *"Governmental Supervision and Regulation*" for a description of resolution measures including, critically, the Bail-in Power, which was implemented under the BRRD.

The Notes are subject to changes in law

The Terms and Conditions of the Notes will be governed by English law, except for Condition 5 (*Status of the Notes*) which shall be governed by French law. No assurance can be given as to the impact of any possible judicial decision or change to the laws of England or France or administrative practice after the date of this Prospectus.

The Terms and Conditions of the Notes may be modified

The Terms and Conditions of the Notes contain provisions for seeking Noteholder consent to amend the Terms and Conditions of the Notes and to consider other matters affecting the interests of Noteholders generally, including through meetings of Noteholders. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

Legality of purchase

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

Legal investment considerations may restrict certain investments

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

Differences between the Notes and the bank's covered deposits in terms of yield, risk and liquidity

Prior to acquiring any Notes, investors should note that there are a number of key differences between the Notes and bank deposits, including without limitations:

(i) claims in relation to the payment of principal and interest under the Notes rank below claims under so-called "covered deposits" (being deposits below the EUR 100,000 threshold benefiting from the protection of the deposit guarantee scheme in accordance with Directive 2014/49/EU of the European Parliament and of the Council of April 16, 2014);

(ii) generally, demand deposits will be more liquid than financial instruments such as the Notes; and

(iii) generally, the Notes will benefit from a higher yield than a covered deposit denominated in the same currency and having the same maturity. The higher yield usually results from the higher risk associated with the Notes.

Taxation

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

EU Proposed Financial Transaction Tax

The European Commission has published a proposal for a Directive for a common financial transaction tax (the "**FTT**") in Austria, Belgium, Estonia, France, Germany, Greece, Italy, Portugal, Slovakia, Slovenia and Spain (the "**participating Member States**"). Estonia officially announced its withdrawal from the negotiations in March 2016. The proposed FTT has very broad scope and could, if introduced in its current form, apply to certain transactions relating to the Notes (including secondary market transactions) in certain circumstances. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are expected to be exempt.

Under the European Commission 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 transactions relating to the Notes 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 (i) by transacting with a person established in a participating Member State or (ii) where the financial instrument which is the subject of the transaction is issued in a participating Member State.

However, the proposed FTT remains subject to negotiation between the participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional Member States may decide to participate.

Prospective Noteholders are strongly advised to seek their own professional advice in relation to the FTT.

Possible FATCA withholding after 2018

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, as amended, commonly known as FATCA, a "foreign financial institution" may be required to withhold on certain payments it makes ("foreign passthru payments") to persons that fail to meet certain certification, reporting, or related requirements. The Issuer is a foreign financial institution for these purposes. A number of jurisdictions (including France) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. A foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to January 1, 2019 at the earliest. Noteholders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, neither the Issuer nor any other person will be required to pay additional amounts as a result of such withholding.

U.S. Regulatory risks applicable to the Issuer

The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 ("**Dodd-Frank**"), as well as other post-financial crisis regulatory reforms in the United States, have increased costs, imposed limitations on activities and resulted in an increased intensity in regulatory enforcement and fines across the banking and financial services sector. The Economic Growth, Regulatory Relief, and Consumer Protection Act ("**EGRRCP Act**") was signed into law in May 2018 and is intended to, among other things, provide regulatory relief to financial institutions with respect to certain Dodd-Frank provisions discussed below. However, regulations to implement the regulatory relief provided in the new law have not yet been implemented, and therefore it is too early to determine the ultimate impact (including any additional compliance costs) that the EGRRCP Act or any additional new or proposed legislation could have on the regulatory requirements currently applicable to the Issuer, the Issuer's business activities or the value or liquidity of the Notes.

The Issuer engages in transactions that are "swaps" or "security-based swaps" within the meaning of Dodd-Frank, and is, or will be, subject to clearing, capital, margin, business conduct, reporting and/or recordkeeping requirements under Dodd-Frank that will result in additional regulatory burdens, costs and expenses.

Regulatory requirements under Dodd-Frank and other financial services legislation could result in one or more service providers or counterparties to the Issuer resigning, seeking to withdraw, renegotiating their relationship with the Issuer, requiring the unilateral option to withdraw from transactions or exercising any rights, to the extent such rights contractually exist, to withdraw from transactions. If any service providers or counterparties resign or terminate such transactions, the Issuer may incur costs or losses and it may be difficult or impractical for the Issuer to replace such service providers, counterparties or transactions on similar terms.

In 2013, five U.S. federal financial regulators adopted final regulations to implement Section 619 of Dodd-Frank, commonly referred to as the "Volcker Rule." For additional information on the Volcker Rule, see the section entitled "*Governmental Supervision and Regulation—Governmental Supervision and Regulation of the Issuer in the United States—U.S. Financial Regulatory Reform.*" The Volcker Rule imposes significant limitations and costs on the Issuer. The Volcker Rule contains a number of exclusions and exemptions that permit the Issuer to maintain certain trading and fund businesses and operations. The Issuer has spent significant resources to develop a Volcker Rule compliance program, as mandated by the Volcker Rule, and has modified its trading and fund businesses and operations, including making changes necessary to comply with those exclusions and exemptions. Regulations have been proposed to amend certain aspects of the Volcker Rule, including the Volcker Rule definition of proprietary trading and certain compliance program requirements. However, there is no certainty as to whether and how those proposed changes or any future changes will be implemented in final form under the Volcker Rule.

In 2014, the Board of Governors of the Federal Reserve System (the "**Federal Reserve Board**") issued a final rule imposing enhanced prudential standards on certain U.S. banks and non-U.S. banks with a U.S. banking presence, including the Issuer (the "EPS Rules"). The EPS Rules generally became effective with respect to the Issuer on July 1, 2016. The EGRRCP Act is intended to, among other things, provide relief to financial institutions from application of the EPS Rules by increasing the asset threshold for applying the enhanced prudential standards to U.S. bank holding companies and foreign banking organizations ("**FBOs"**) from U.S.$50 billion in total consolidated assets to U.S.$250 billion in total consolidated assets. As the Issuer is a foreign bank with more than US$250 billion in total consolidated assets, it is unclear whether and to what extent the regulatory relief provided by the EGRRCP Act will benefit the Issuer. For additional information on the EPS Rules and the regulatory relief under the EGRRCP Act, see the section entitled "*Governmental Supervision and Regulation—Governmental Supervision and Regulation of the Issuer in the United States—U.S. Financial Regulatory Reform.*"

Among other things, the EPS Rules require certain FBOs meeting the specified asset threshold to establish an intermediate holding company (an "IHC") in the United States to hold their U.S. subsidiaries. The Issuer is required to comply with the EPS Rules, but is not required to establish an IHC in the U.S. under the current asset threshold. If the Issuer were to exceed any then-applicable asset threshold and be required to establish an IHC, the IHC would be subject to capital, liquidity, risk management and stress testing requirements applicable to IHCs in the EPS Rules.

Regardless of whether the Issuer is required to establish an IHC, as an FBO with over U.S.$50 billion in combined U.S. branch and non-branch assets, the Issuer is required to comply with certain capital and other requirements in the current EPS Rules, including a requirement to conduct liquidity stress testing of its combined U.S. operations and to maintain a buffer of highly liquid assets sufficient for its U.S. branches to withstand a period of liquidity stress under the EPS Rules. This requirement could result in the trapping of significant liquidity in the Issuer's U.S. operations, which could deprive the Issuer of liquidity in other parts of its business and result in significant and material costs to the Issuer. The EPS Rules also require the Issuer to maintain an enhanced risk management framework for its U.S. operations and to provide information on its compliance with home country risk-based capital and stress testing requirements.

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

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

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

The transfer of the Notes may be restricted

The Notes have not been and will not be registered under the Securities Act or the securities laws of any jurisdiction in the United States and, unless so registered, may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and other applicable laws. In addition, the Notes may not be offered, sold or otherwise made available to any retail investor in the European Economic Area. See "*Plan of Distribution"* and *"Transfer Restrictions*". Due to these transfer restrictions Noteholders may be required to bear the risk of their investment for an indefinite period of time. In addition, neither the U.S. Securities and Exchange Commission nor any state securities commission or regulatory authority has recommended or approved the Notes, nor has any such commission or regulatory authority reviewed or passed upon the accuracy or adequacy of this Prospectus.

Risks Related to the Market Generally

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

There can be no assurance that a trading market will develop or continue or that it will be liquid

The Notes are a new issue of securities and have no established trading market when issued, and there can be no assurance that an active trading market will develop in the future. If a market does develop, it may not be very liquid. The Issuer has been advised by the Initial Purchasers that they may make a market in the Notes; however, the Initial Purchasers are not obligated to do so and the Issuer cannot provide any assurance that a secondary market for the Notes will develop. The liquidity and the market prices for the Notes can be expected to vary with changes in market and economic conditions, the Issuer's financial condition and prospects and other factors that generally influence the market prices of securities. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. Illiquidity may have a severely adverse effect on the market value of Notes.

Moreover, although pursuant to Condition 8.5 (*Purchase*) the Issuer can, subject to such Condition, purchase Notes at any time, the Issuer is not obliged to do so. Purchases made by the Issuer could affect the liquidity of the secondary market of the Notes and thus the price and the conditions under which investors can negotiate these Notes on the secondary market. Furthermore, although the Notes may trade with accrued interest, which may be reflected in the trading price of the Notes, payment of interest on any interest payment date may be cancelled (in whole or in part) as described in this Prospectus. See Condition 6 (*Interest*).

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

Although application has been made for the Notes to be listed and admitted to trading on the regulated market of the Luxembourg Stock Exchange, there is no assurance that such application will be accepted or that an active trading market will develop.

Interest rate risks

An investment in the Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the Notes.

Changes in exchange rates and exchange controls could result in a substantial loss

The Issuer will pay principal and interest on the Notes in U.S. dollars. This presents certain risks relating to currency conversions if your financial activities are denominated principally in a currency other than U.S. dollars. These include the risk that exchange rates may significantly change (including changes due to devaluation of the U.S. dollar or revaluation of other currencies) and the risk that authorities with jurisdiction over another currency may impose or modify exchange controls. An appreciation in the value of another currency relative to the U.S. dollar would decrease (1) the equivalent yield on the Notes in such other currency, (2) the equivalent value of the principal payable on the Notes in such other currency, and (3) the equivalent market value of the Notes in such other currency. If a judgment or decree with respect to the Notes is awarded against the Issuer providing for payment in a currency other than U.S. dollars, you may receive lower amounts than anticipated due to unfavorable exchange rates.

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

There are risks that certain benchmark rates may be administered differently or discontinued in the future, including the potential phasing-out of LIBOR after 2021, which may adversely affect the trading market for, value of and return on the Notes

Rates and indices which are deemed to be "benchmarks" have been the subject of recent international, national and other regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented. These reforms may cause such benchmarks to perform differently from the past or disappear entirely, or have other consequences that cannot be predicted.

The Benchmark Regulation EU 2016/1011 of June 8, 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (the "**Benchmark Regulation**") is one of the key international proposals for reform of benchmarks. The Benchmark Regulation entered into force on June 30, 2016, with the majority of its provisions applying from January 1, 2018. The purpose of the Benchmark Regulation is to regulate the risk of manipulating the value of indices and to reduce the risk of conflicts of interests arising. It aims at improving the quality (integrity and accuracy) of the input data and the transparency of the methodologies used by administrators and at improving governance and controls of both benchmark administrators' and contributors' activities. The scope of the Benchmark Regulation is wide and is expected to apply, inter alia, to so-called "critical benchmark" indices (which include indices such as LIBOR), which is used for the purposes of determining the 5-year Mid-Swap Rate in order to calculate the Reset Rate of Interest under the Notes. The Benchmark Regulation could have a material impact on the Notes, in particular, if the methodology or other terms of LIBOR as a benchmark are changed in order to comply with the requirements of the Benchmark Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of LIBOR as the benchmark. In addition, the Benchmark Regulation stipulates that each administrator of a benchmark regulated thereunder must be licensed by the competent authority of the member state where such administrator is located. It cannot be ruled out that administrators of certain benchmarks such as LIBOR will fail to obtain or maintain a necessary license, preventing them from continuing to provide such benchmarks. Other administrators may also cease the provision of certain benchmarks such as LIBOR because of the additional costs of compliance with the Benchmark Regulation and other applicable regulations.

Furthermore, LIBOR is the subject of ongoing regulatory reforms. Following the implementation of any of these reforms, the manner of administration of LIBOR may change, with the result that it may perform differently than in the past or be eliminated entirely, or there could be other consequences that cannot be predicted. For example, on July 27, 2017, the U.K. Financial Conduct Authority announced that it will no longer persuade or compel banks to submit rates for the calculation of the LIBOR benchmark after 2021 (the "**FCA Announcement**"). The FCA Announcement indicates that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021. At this time, it is not possible to predict the effect of any establishment of alternative reference rates or any other reforms to LIBOR that may be enacted in the United Kingdom or elsewhere. Uncertainty as to the nature of such alternative reference rates or other reforms may adversely affect the trading market for the Notes. The potential elimination of LIBOR as a benchmark, the establishment of alternative reference rates or changes in the manner of administration of LIBOR as a benchmark could also require adjustments to the terms of the Notes and may result in other consequences, such as interest payments that are lower than, or that do not otherwise correlate over time with, the payments that would have been made on the Notes (from and including the first Reset Date) if LIBOR as a benchmark was available in its current form. In particular, to the extent LIBOR is discontinued or is no longer quoted, the 5-Year Mid-Swap Rate used to calculate the Reset Rate of Interest for the relevant Reset Interest Period, which is currently linked to LIBOR, may thereafter be determined in relation to a different benchmark. However, if LIBOR ceases to be calculated or administered and no alternative base rate is identified, this may result in the 5-Year Mid-Swap Rate no longer being available or being subject to replacement as described in "*—If the 5-year Mid-Swap Rate is discontinued or following a decision to withdraw the authorisation or registration of the benchmark administrator as set out in article 35 of the Benchmark Regulation, the rate of interest will be changed in ways that may be adverse to the Noteholders, without any requirement that the consent of such Noteholders be obtained*" below, and the interest rate on the Notes will accrue at the last 5-Year Mid-Swap Rate available on the relevant Screen Page plus the Margin, effectively converting the Notes into fixed rate instruments.

Any of the above changes or any other consequential changes to benchmarks as a result of European Union, United Kingdom, or other international, national, or other proposals for reform or other initiatives or investigations, or any further uncertainty in relation to the timing and manner of implementation of such changes could have a material adverse effect on the trading market for, value of and return on the Notes.

If the 5-year Mid-Swap Rate is discontinued or following a decision to withdraw the authorization or registration of the benchmark administrator as set out in article 35 of the Benchmark Regulation, the rate of interest will be changed in ways that may be adverse to the Noteholders, without any requirement that the consent of such Noteholders be obtained

Pursuant to the Terms and Conditions of the Notes, if the Issuer determines at any time that the 5-year Mid-Swap Rate or any component part thereof has been discontinued, or following the adoption of a decision to withdraw the authorization or registration of ICE Benchmark Administration (as set out in article 35 of the Benchmark Regulation) or of any other benchmark administrator previously authorized to publish the 5-year Mid-Swap Rate or any component part thereof under any applicable laws or regulations, the Issuer will appoint a 5-year Mid-Swap Rate Determination Agent (which may be (i) a leading bank or a broker-dealer in New York City (which may include one of the Initial Purchasers involved in the issue of such Notes) as appointed by the Issuer, (ii) the Issuer, (iii) an affiliate of the Issuer or (iv) the Calculation Agent), accepting such role, who will determine a Replacement 5-year Mid-Swap Rate, as well as any necessary changes to the business day convention, the definition of business day, the interest determination date, the day count fraction, and any method for obtaining the Replacement 5-year Mid-Swap Rate, including any changes or adjustments needed to make such Replacement 5-year Mid-Swap Rate comparable to the 5-year Mid-Swap Rate. Such Replacement 5-year Mid-Swap Rate and any such other changes will (in the absence of manifest error) be final and binding on the Noteholders, the Issuer, the Calculation Agent, the Paying Agents and any other person (and such parties shall not have any responsibility or liability for the Replacement 5-year Mid-Swap Rate selected by the 5-year Mid-Swap Rate Determination Agent), and will apply without any requirement that the Issuer obtain consent of any Noteholders.

The Replacement 5-year Mid-Swap Rate may have no or very limited trading history and accordingly its general evolution and/or interaction with other relevant market forces or elements may be difficult to determine or measure. In addition, given the uncertainty concerning the availability of successor rates and the involvement of a 5-year Mid-Swap Rate Determination Agent, the relevant fallback provisions may not operate as intended at the relevant time and the replacement rate may perform differently from the discontinued benchmark. For example, there are currently proposals to replace LIBOR, one of the component parts of the 5-year Mid-Swap Rate (which generally has a term of one, three or six months) with an overnight rate. Similarly, proposals have been made to use a rate on highly rated government obligations to replace LIBOR, which is currently based on interbank lending rates and carries an implicit element of credit risk of the banking sector as described in "*—There are risks that certain benchmark rates may be administered differently or discontinued in the future, including the potential phasing-out of LIBOR after 2021, which may adversely affect the trading market for, value of and return on the Notes*" above. These and other changes could significantly affect the performance of an alternative rate compared to the historical and expected performance of LIBOR.

There can be no assurance that any change or adjustment will adequately compensate for this impact. Any such adjustment could have unexpected commercial consequences and there can be no assurance that, due to the particular circumstances of each Noteholder, any such adjustment will be favorable to each Noteholder. This could in turn impact the rate of interest on, and trading value of, the Notes. Moreover, any Noteholders that enter into hedging instruments based on the 5-year Mid-Swap Rate may find their hedges to be ineffective, and they may incur costs replacing such hedges with instruments tied to the Replacement 5-year Mid-Swap Rate.

If the 5-year Mid-Swap Rate Determination Agent is unable to determine an appropriate Replacement 5-year Mid-Swap Rate for the 5-year Mid-Swap Rate, or a decision is adopted to withdraw the authorization or registration of ICE Benchmark Administration (as set out in article 35 of the Benchmark Regulation) or of any other benchmark administrator previously authorized to publish the 5-year Mid-Swap Rate or any component part thereof under any applicable laws or regulations, but for any reason a Replacement 5-year Mid-Swap Rate is not or cannot be determined prior to the next relevant Reset Rate of Interest Determination Date, then the provisions for the determination of the rate of interest will not be changed. In such cases, the Terms and Conditions of the Notes provide that, the 5-year Mid-Swap Rate on such Notes will be the last 5-year Mid-

Swap Rate available on the Screen Page as determined by the Paying Agents, effectively converting such Notes into fixed-rate Notes.

Additionally, even if the 5-year Mid-Swap Rate Determination Agent is able to determine an appropriate Replacement 5-year Mid-Swap Rate for the 5-year Mid-Swap Rate following its discontinuation or a decision to withdraw the authorization or registration of the benchmark administrator (as set out in article 35 of the Benchmark Regulation), if the replacement of the 5-year Mid-Swap Rate with the Replacement 5-year Mid-Swap Rate would result in the aggregate outstanding nominal amount of the Notes being fully or partially excluded from the Tier 1 Capital of the Issuer or being reclassified as a lower quality form of own funds of the Issuer, the Issuer may decide that the 5-year Mid-Swap Rate will not be changed, but will instead be determined on the basis of the last 5-year Mid-Swap Rate as described in the previous paragraph. This could occur if, for example, the switch to the Replacement 5-year Mid-Swap Rate would be considered as an incentive to redeem the relevant Notes that would be inconsistent with the regulatory requirements applicable to such Notes. While this mechanism will ensure that such Notes do not lose their regulatory status, including that it would not result in the aggregate outstanding nominal amount of the Notes being fully or partially excluded from the Tier 1 Capital of the Issuer or being reclassified as a lower quality form of own funds of the Issuer, it will result in such Notes being effectively converted into fixed-rate Notes.

Furthermore, in the event that no Replacement 5-year Mid-Swap Rate is determined and the Notes are effectively converted to fixed-rate Notes as described above, investors holding such Notes might incur costs from unwinding hedges. Moreover, in a rising interest rate environment, Noteholders will not benefit from any increase in rates. The trading value of such Notes could therefore be adversely affected.

Credit ratings may not reflect all risks and may be lowered, suspended, withdrawn or not maintained

Each of Moody's and S&P has assigned or is expected to assign an expected rating to the Notes. In addition, each of Moody's, S&P, Fitch and DBRS has assigned credit ratings to the Issuer as described in "*Overview of the Notes*" above. Further, ratings agencies may assign unsolicited ratings to the Notes. If non-solicited ratings are assigned, there can be no assurance that such rating will not differ from, or be lower than, the ratings provided by ratings sought by the Issuer. Ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above and other factors that may affect the value of the Notes or the standing of the Issuer.

A rating is not a recommendation to buy, sell or hold securities and any rating agency may revise, suspend or withdraw at any time the relevant rating assigned by it if, in the sole judgment of the relevant rating agency, among other things, the credit quality of the Notes or, as the case may be, the Issuer has declined or is in question. In addition, the rating agencies may change their methodologies for rating securities similar to the Notes and there is no guarantee that any rating of the Notes and/or the Issuer will be maintained by the Issuer following the date of this Prospectus. If any rating assigned to the Notes and/or the Issuer is revised, lowered, suspended, withdrawn or not maintained by the Issuer, the market value of the Notes may be reduced.

The Notes may be subject to potential conflicts of interest.

Potential conflicts of interest may arise between the Calculation Agent and the Noteholders, including with respect to determinations and judgments that such Calculation Agent may make relating to the Reset Rate of Interest payable in respect of any Reset Interest Period pursuant to Condition 6 (*Interest*) of the Terms and Conditions of the Notes that may influence the amounts receivable under the Notes.

DOCUMENTS INCORPORATED BY REFERENCE

This Prospectus should be read and construed in conjunction with the following documents which have been previously published or are published simultaneously with this Prospectus and have been filed with the CSSF as competent authority for the purposes of the Prospectus Directive and shall be incorporated in, and form part of, this Prospectus:

(i) the free English translation of the Issuer's 2016 Registration Document (*Document de référence*), an original French version of which was filed with the AMF on March 7, 2016 and updated on May 4, 2016, August 4, 2016, and November 4, 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 tables, pages 484-486 ((i), (ii) and (iii) together hereinafter, the "**2016 Excluded Sections**", and the free English translation of the Issuer's 2016 Registration Document (*Document de référence*) without the 2016 Excluded Sections, hereinafter the "**2016 Registration Document**");

(ii) the free English translation of the Issuer's 2017 Registration Document (*Document de référence*), an original French version of which was filed with the AMF on March 8, 2017 and updated on May 4, 2017, August 3, 2017, and November 6, 2017 under No. D.17-0139 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 520, and (iii) the cross reference tables, pages 524-526 ((i), (ii) and (iii) together hereinafter, the "**2017 Excluded Sections**", and the free English translation of the Issuer's 2017 Registration Document (*Document de référence*) without the 2017 Excluded Sections, hereinafter the "**2017 Registration Document**");

(iii) the free English translation of the Issuer's 2018 Registration Document (*Document de référence*), an original French version of which was filed with the AMF on March 8, 2018 under No. D.18-0112 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 556 and (iii) the cross reference tables, pages 560-562 ((i), (ii) and (iii) together hereinafter, the "**2018 Excluded Sections**", and the free English translation of the Issuer's 2018 Registration Document (*Document de référence*) without the 2018 Excluded Sections, hereinafter the "**2018 Registration Document**");

(iv) the free English translation of the first update to the Issuer's 2018 Registration Document, an original French version of which was filed with the AMF on May 7, 2018 under No. D.18-0112-A01, except for (i) the inside 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 63 and (iii) the cross reference tables, pages 65-66 ((i), (ii) and (iii) together hereinafter, the "**2018 First Update Excluded Sections**", and the free English translation of the first update to the 2018 Registration Document without the 2018 First Update Excluded Sections, hereinafter the "**First Update to the 2018 Registration Document**"); and

(v) the free English translation of the second update to the Issuer's 2018 Registration Document, an original French version of which was filed with the AMF on August 6, 2018 under No. D.18-0112-A02, except for (i) the inside 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 186 and (iii) the cross reference tables, pages 188 to 190 ((i), (ii) and (iii) together hereinafter, the "**2018 Second Update Excluded Sections**", and the free English translation of the second update to the 2018 Registration Document without the 2018 Second Update Excluded Sections, hereinafter the "**Second Update to the 2018 Registration Document**").

To the extent that the documents listed above themselves incorporate documents by reference, such additional documents shall not be deemed incorporated by reference herein.

Such documents shall be deemed to be incorporated in, and form part of this Prospectus, save that any statement contained in a document which is deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus.

Certain documents incorporated by reference contain references to the credit ratings of the Issuer issued by Moody's, Fitch, S&P and DBRS. As at the date of this Prospectus, each of Moody's, Fitch, S&P and DBRS is established in the European Union and is registered under Regulation (EC) No 1060/2009 on credit rating agencies, as amended by Regulation (EU) No. 513/2011 (the "**CRA Regulation**"), and is included in the list of registered credit rating agencies published on the website of the European Securities and Markets Authority www.esma.europa.eu/page/List-registered-and-certified-CRAs (list last updated on May 1, 2018).

The documents incorporated by reference in paragraphs (i) – (v) (inclusive) above are direct and accurate English translations of the original French version of such documents. The Issuer accepts responsibility for correct translation.

The information incorporated by reference that is not included in the cross-reference list below is considered as additional information and is not required by the relevant schedules of the Prospectus Directive.

Any non-incorporated parts or 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) No 809/2004 of April 29, 2004, as amended.

It is important that Noteholders read this Prospectus in its entirety and the documents incorporated by reference herein, before making an investment decision. Incorporation by reference of the above-referenced documents means that the Issuer has disclosed important information to Noteholders by referring them to such documents.

Copies of the documents incorporated by reference in paragraphs (i) – (v) (inclusive) above in this Prospectus can be obtained from the Issuer's registered office and are available on its website at www.societegenerale.com, on the website of the AMF at www.amf-france.org, on the website of the Luxembourg Stock Exchange at www.bourse.lu or otherwise as set out above.

CROSS-REFERENCE LIST FOR SOCIETE GENERALE

Annex XI of the European Regulation 809/2004/EC of 29 April 2004		2016 Registration Document	2017 Registration Document	2018 Registration Document	First Update to the 2018 Registration Document	Second Update to the 2018 Registration Document
3	**RISK FACTORS**			138-235	33-37	45-55
4	**INFORMATION ABOUT THE ISSUER**					
4.1	History and development of the company			8; 539		
5	**BUSINESS OVERVIEW**					
5.1	Principal activities			9; 50-58	7-24	6-41
5.1.3	Principal markets			9-12; 14-26; 28-29; 406-409		
6	**ORGANISATIONAL STRUCTURE**					
6.1	Overview description of the Group and the Issuer's position within it			9; 28-29		
7	**TREND INFORMATION**			13		40-41
9	**ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES AND SENIOR MANAGEMENT**					
9.1	Board of Directors and general management			72-98; 132	25-30	42-44
9.2	Administrative bodies and general management's conflicts of interest			132		
10	**MAJOR SHAREHOLDERS**					
10.1	Ownership of the Issuer			535-536		173
11	**FINANCIAL, INFORMATION CONCERNING THE ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES OF THE ISSUER**					
11.1	Historical financial information	138-139; 148; 156; 158-164; 169-176; 178-179; 188-194; 268-385; 390-449; 485	116-117; 158-159; 169; 179; 181; 183-187; 195-198; 201-206; 208-210; 221-222; 224-226; 301-426; 429-487; 525	123; 125; 147; 151-154; 166-167; 176; 179-183; 191-194; 198-202; 204-206; 217-218; 220-222; 301-447; 454-523; 561		
	Consolidated balance sheet	268-269	302-303	302-303		
	Consolidated income statement	270	304	304		

Annex XI of the European Regulation 809/2004/EC of 29 April 2004		2016 Registration Document	2017 Registration Document	2018 Registration Document	First Update to the 2018 Registration Document	Second Update to the 2018 Registration Document
	Cash flow statement	275	308	308		
	Notes to the consolidated financial statements	276-385	309-426	309-447		
11.2	Financial statements	268-385; 390-449	302-426; 430-487	123; 125; 147; 151-154; 166-167; 176; 179-183; 191-194; 198-202; 204-206; 217-218; 220-222; 301-447; 454-523		
11.3	Auditing of the historical annual financial information	132-133; 386-387; 450-451	152-153; 427-428; 488-489	448-453; 524-529		
11.4	Age of latest financial information			302; 454		56
11.5	Interim and other financial information (unaudited)				3-22; 57-61	6-27; 56-172
11.6	Legal and arbitration proceedings			232; 444-447; 521-523	36-37	3-5; 55; 158-163
11.7	Significant changes in the Issuer's financial position			66		
12.	**MATERIAL CONTRACTS**			67		40

USE OF PROCEEDS

The net proceeds of the issue of the Notes will be applied by the Issuer for its general corporate purposes.

SELECTED FINANCIAL DATA

Save where indicated, the selected financial data as of and for the years ended December 31, 2015, 2016 and 2017 and as of and for the six months ended June 30, 2017 and 2018, have been derived from, and should be read together with, the Issuer's consolidated financial statements and other financial information incorporated by reference in this Prospectus.

Statement of Consolidated Income Data

	Year ended December 31,			Six months ended June 30,	
	2015	**2016**	**2017**	**2017**	**2018**[3]
	(restated, audited)	*(audited)*	*(audited)*	*(unaudited)*	*(unaudited)*
			(in millions of EUR)		
Interest and similar income	25,431	24,660	23,679	12,125	10,919
Interest and similar expenses	-16,125	-15,193	-13,263	-6,870	-5,467
Fee income	10,144	10,116	10,504	5,338	4,489
Fee expense	-3,466	-3,417	-3,681	-1,885	-1,787
Net gains and losses on financial transactions [1]	7,906[2]	7,143	5,826	3,037	2,878
Net income from insurance activities	n/a	n/a	n/a	n/a	859
Income from other activities	19,749[2]	20,780	22,045	12,298	5,325
Expense from other activities	-18,000[2]	-18,791	-21,156	-12,370	-4,468
Net banking income	**25,639**	**25,298**	**23,954**	**11,673**	**12,748**
Operating expenses	-16,893	-16,817	-17,838	-8,813	-9,132
Gross operating income	**8,746**	**8,481**	**6,116**	**2,860**	**3,616**
Cost of risk	-3,065	-2,091	-1,349	-368	-378
Operating income	**5,681**	**6,390**	**4,767**	**2,492**	**3,238**
Net income from companies accounted for by the equity method	231	129	92	50	29
Net income/expenses from other assets	197	-212	278	245	-41
Value adjustements on goodwill	0	0	1	1	0
Earnings before tax	6,109	6,307	5,138	2,788	3,226
Income tax	-1,714	-1,969	-1,708	-691	-886
Consolidated net income	**4,395**	**4,338**	**3,430**	**2,097**	**2,340**
Non-controlling interests	394	464	624	292	334
Net income, group share	**4,001**	**3,874**	**2,806**	**1,805**	**2,006**

Notes:

(1) This amount includes dividend income.

(2) Amounts for the year ended December 31, 2015 restated relative to the financial statements published on December 31, 2015, following a modification in the presentation of physical commodities (see Note 4.2 to the Issuer's consolidated financial statements on page 375 of its 2017 Registration Document).

(3) The presentation of the Group's consolidated income statement is modified as from 2018 following the transition to IFRS9:

- Income and expenses form insurance activities are grouped on a specific line item within the "Net banking income";
- The line item "cost of risk is now exclusively dedicated to credit risk;
- Fair value changes of financial liabilities designated to be measured at fair value through profit or loss (using the fair value option) attributable to changes in own credit risk are now recorded under "unrealised or deferred gains and losses".

Consolidated Balance Sheet Data

	As of December 31,			As of January 1,	As of June 30,
	2015	2016	2017	2018	2018
	(restated, audited)	*(restated, audited)*	*(audited)*	*(unaudited)*[4]	*(unaudited)*
			(in billions of EUR)		
Cash, due from central banks	78.6	96.2	114.4	114.4	85.5
Financial assets measured at fair value through profit or loss	519.6[1]	500.2[3]	419.7	369.1	382.7
Hedging derivatives	16.5	18.1	13.6	12.7	12.0
Financial assets at fair value through other comprehensive income	n/a	n/a	n/a	50.5	57.3
Available-for-sale financial assets	134.2	139.4	140.0	n/a	n/a
Securities at amortized cost	n/a	n/a	n/a	11.6	11.4
Due from banks	71.7	59.5	60.9	53.7	63.8
Customer loans [2]	405.3	426.5	425.2	417.4	427.3
Revaluation differences on portfolios hedged against interest rate risk	2.7	1.1	0.7	0.7	0.5
Investments of insurance activities	n/a	n/a	n/a	147.6	149.1
Held-to-maturity financial assets	4.0	3.9	3.6	n/a	n/a
Tax assets	7.4	6.4	6.0	6.3	5.5
Other assets	69.1[1]	71.4[3]	60.6	60.4	67.5
Non-current assets held for sale	0.2	4.3	0.0	0.0	4.3
Investments accounted for using the equity method	1.4	1.1	0.7	0.7	0.7
Tangible and intangible fixed assets	19.4	21.8	24.8	24.2	25.5
Goodwill	4.4	4.5	5.0	5.0	4.9
Total assets	**1,334.4**	**1,354.4**	**1,275.1**	**1,274.2**	**1,298.0**
Due to central banks	7.0	5.2	5.6	5.6	10.0
Financial liabilities at fair value through profit or loss	455.0	440.1[3]	368.7	368.6	373.1
Hedging derivatives	9.5	9.6	6.8	6.1	6.4
Debt securities issued	106.4	102.2	103.2	103.2	101.7
Due to banks	95.5	82.6	88.6	88.6	89.8
Customer deposits	379.6	421.0	410.6	410.6	415.1
Revaluation differences on portfolios hedged against interest rate risk	8.1	8.5	6.0	6.0	5.5
Tax liabilities	1.6	1.4	1.7	1.6	1.2
Other liabilities	83.1	81.9[3]	69.1	69.1	76.3
Non-current liabilities held for sale	0.5	3.6	0.0	0.0	4.0
Underwriting reserves of insurance companies	107.3	112.8	131.0	n/a	n/a
Insurance contracts related liabilities	n/a	n/a	n/a	131.7	132.3
Provisions	5.2	5.7	6.1	6.3	5.4
Subordinated debt	13.0	14.1	13.6	13.6	14.0
Shareholders' equity, Group Share	59.0	62.0	59.4	58.4	59.0
Non-controlling interests	3.6	3.8	4.7	4.5	4.4
Total liabilities and Shareholder's equity	**1,334.4**	**1,354.4**	**1,275.1**	**1,274.2**	**1,298.0**

Notes:

(1) Amounts restated relative to the financial statements published on December 31, 2015, following a modification in the presentation of physical commodities (see Note 4.2 to the Issuer's consolidated financial statements on page 375 of its 2017 Registration Document).

(2) Customer loans include Lease financing and similar agreements.

(3) Amounts restated compared to the December 31, 2016 consolidated financial statements, following a change in the balance sheet presentation of premiums to be received / to be paid on options (see Note 3 to the Issuer's consolidated financial statements on pages 337-382 of its 2018 Registration Document).

(4) Balance sheet data as at January 1, 2018 is presented to show the impact of the first-time application of IFRS9, except for insurance subsidiaries.

Prudential Capital Ratio Information (unaudited)

	As of June 30,	
	2017	**2018**
Prudential Capital Ratios under Basel 3	*(in billions of EUR)*	
Shareholder equity group share	60.1	59.0
Deeply subordinated notes [1]	(9.3)	(9.2)
Undated subordinated notes [1]	(0.3)	(0.3)
Dividend to be paid and interest on subordinated notes	(1.0)	(1.0)
Goodwill and intangibles	(6.4)	(6.7)
Non-controlling interests	3.4	4.6
Deductions and other prudential adjustments [2]	(5.5)	(6.1)
Common Equity Tier 1 capital	41.0	40.2
Additional Tier 1 capital	9.4	9.2
Basel 3 Tier 1 capital	50.5	49.4
Tier 2 capital	11.6	11.7
Total Basel 3 capital (Tier 1 and Tier 2)	62.1	61.2
Basel 3 risk-weighted assets	351	363

	As of June 30,	
	2017	**2018**
Basel 3 Common Equity Tier 1 capital ratio [3]	11.7%	11.1%
Basel 3 Tier 1 capital ratio [3]	14.4%, including 2.7% of Additional Tier 1 capital	13.6%, including 2.5% of Additional Tier 1 capital
Total capital ratio (Tier 1 and Tier 2)[3]	17.7%, including 3.3% of Tier 2 capital	16.8%, including 3.2% of Tier 2 capital
Leverage ratio[3]	4.2%	4.1%

Notes:

(1) Excluding issue premiums.

(2) Fully-loaded deductions.

(3) Ratios calculated according to CRR/CRD rules, without the benefit of transitional provisions (fully-loaded), including Danish compromise for insurance. They are presented pro forma of retained earnings, net of dividend provisions, for the relevant financial period. The leverage ratio includes the provisions of the October 2014 Delegated Act.

CAPITALIZATION

The following table sets forth the Issuer's consolidated capitalization as of June 30, 2018 on a historical basis. The figures set out in the following table have been extracted from the Issuer's consolidated financial statements as of and for the year ended June 30, 2018 incorporated by reference in this Prospectus.

	As of June 30, 2018
	(in billions of EUR)
Trading portfolio debt securities issued	-
Debt securities issued	101.7
Subordinated debt	14.0[(1)]
Total debt securities issued	**115.7**
Shareholders' equity	59.0[(2)]
Non-controlling interests	4.4[(2)]
Total equity	**63.4**[(2)]
Total capitalization	**179.1**

(1) More details are provided in the table "Debt Securities Issued" in Note 3.6 to the Issuer's consolidated financial statements on page 120 of the Second Update to the 2018 Registration Document.

(2) More details are provided in the table "Changes in shareholders' equity" on pages 62-63 of the Second Update to the 2018 Registration Document.

The Notes, when issued, will be accounted for as shareholders' equity.

Since June 30, 2018, Société Générale has, among others:

- redeemed EUR 100,000,000 additional tier 1 notes on July 7, 2018; and
- redeemed EUR 777,700,000 tier 2 notes on August 20, 2018

Except as set forth in this section, there has been no material change in the capitalization of the Group since June 30, 2018.

The Issuer and its subsidiaries issue medium to long term debt, in France and abroad, on a continuous basis as part of their funding plan.

THE ISSUER AND THE GROUP

Société Générale, the Issuer of the Notes, was originally incorporated on May 4, 1864 as a joint-stock company and authorized as a bank. It is currently registered in France as a French limited liability company (*société anonyme*). The Issuer was nationalized along with other major French commercial banks in 1945. In July 1987, the Issuer was privatized through share offerings in France and abroad. The Issuer is governed by Articles L. 210-1 *et seq.* of the French Commercial Code (*Code de Commerce*) as a French public limited company and by other rules and regulations applicable to credit institutions and investment service providers.

The Société Générale Group is an international banking and financial services group based in France. It includes numerous French and foreign banking and non-banking companies.

The Group is organized into three divisions: French Networks, which includes the Group's retail banking networks in France; International Banking and Financial Services, which includes its international networks, specialized financial services and insurance; and Global Banking and Investor Solutions, which includes its corporate and investment banking and private banking, global investment management and services.

The Group is engaged in a broad range of banking and financial services activities, including retail banking, deposit taking, lending and leasing, asset management, securities brokerage services, investment banking, capital markets activities and foreign exchange transactions. The Group also holds (for investment) minority interests in certain industrial and commercial companies. The Group's customers are served by its extensive network of domestic and international branches, agencies and other offices located in 67 countries as of June 30, 2018.

The Issuer is registered in the French Commercial Register (*Registre du commerce et des sociétés*) under No. 552 120 222 R.C.S. Paris. The Issuer's head office is 29, boulevard Haussmann, 75009 Paris, France. Its administrative offices are at Tour Société Générale, 17 Cours Valmy, 92972 Paris-La Défense, France. Its telephone number is +33 (0)1 42 14 20 00.

The Issuer's shares are listed on the regulated market of Euronext in Paris (deferred settlement market, continuous trading group A, share code 13080). They are also traded in the United States under an American Depositary Receipt (ADR) program.

This Prospectus contains a brief overview of the Group's principal activities and organizational structure and selected financial data concerning the Group. For further information on the Group's core businesses, organizational structure and most recent financial data, please refer to the Group's 2018 Registration Document, the First Update to the 2018 Registration Document and the Second Update to the 2018 Registration Document incorporated by reference herein.

GOVERNMENTAL SUPERVISION AND REGULATION

Governmental Supervision and Regulation of the Issuer in France

The French Banking System

The French banking system consists primarily of privately-owned banks and financial institutions, as well as certain state-owned banks and financial institutions, all of which are subject to a common body of banking laws and regulations.

All French credit institutions are required to belong to a professional organization or central body affiliated with the French Credit Institutions and Investment Firms Association (*Association française des établissements de crédit et des entreprises d'investissement*), which represents the interests of credit institutions, payment institutions and investment firms, in particular in their dealings with public authorities, provides consultative advice, draws up business conduct guidelines, disseminates information and studies and recommends actions on questions relating to banking and financial services activities. Most French banks, including Société Générale, are members of the French Banking Federation (*Fédération bancaire française*) which is itself affiliated with the French Credit Institutions and Investment Firms Association.

French Consultative and Supervisory Bodies

The French Monetary and Financial Code (*Code monétaire et financier*) sets forth the conditions under which credit institutions, including banks, may operate. The *Code monétaire et financier* vests related supervisory and regulatory powers in certain administrative authorities.

The Financial Sector Consultative Committee (*Comité consultatif du secteur financier*) is made up of representatives of financial institutions (such as credit institutions, electronic money institutions, payment institutions, investment firms, insurance companies and insurance brokers) and client representatives. This committee is a consultative organization that studies the relations between financial institutions and their respective clientele and proposes appropriate measures in this area.

The Consultative Committee on Financial Legislation and Regulations (*Comité consultatif de la législation et de la réglementation financières*) reviews, at the request of the Minister of the Economy, any draft bills or regulations, as well as any draft EU directives or regulations relating to the insurance, banking, payment and investment services industry other than those draft regulations relating to, or falling within the jurisdiction of, the AMF.

The Banking and Financial Regulation Law (*Loi n°2010-1249 de régulation bancaire et financière*) of October 22, 2010 created the Financial Regulation and Systemic Risk Council (*Conseil de régulation financière et du risque systémique*), composed of the Minister of the Economy and representatives from the *Banque de France* and of financial sector supervisors. This newly-created body is intended to improve risk prevention and better coordinate French regulatory action both at the European and global level. Following enactment of the banking law No. 2013-672 of July 26, 2013 on separation and regulation of banking activities (*loi de séparation et de régulation des activités bancaires*), this body was renamed the High Council for Financial Stability (*Haut Conseil de stabilité financière*) and designated as the authority in charge of macro-prudential supervision.

The Prudential Supervision and Resolution Authority (*Autorité de contrôle prudentiel et de résolution* — or ACPR) supervises financial institutions and insurance undertakings and is in charge of ensuring the protection of consumers and the stability of the financial system. The ACPR was created in January 2010 (originally called the Prudential Supervisory Authority or ACP) as a result of the merger of different French regulatory bodies, including the two banking regulators: (i) Credit Institutions and Investment Firms Committee (*Comité des établissements de crédit et des entreprises d'investissement*) and (ii) the Banking Commission (*Commission bancaire*), and is chaired by the Governor of the *Banque de France*. Following enactment of the banking law No. 2013-672 of July 26, 2013, the ACP was also designated as the French resolution authority and became the ACPR.

As a licensing authority, the ACPR makes individual decisions, grants banking and investment firm licenses and grants specific exemptions as provided in applicable banking regulations. As a supervisory authority, it is in charge of supervising, in particular, credit institutions, financing companies, and investment firms (other than portfolio management companies which are supervised by the AMF). It monitors compliance with the

laws and regulations applicable to such credit institutions, financing companies, and investment firms, and controls their financial standing. Banks are required to submit to the ACPR periodic (monthly, quarterly or semi-annually) accounting reports concerning the principal areas of their business. The ACPR may also request additional information it deems necessary and carry out on-site inspections. These reports and controls allow a close monitoring by the ACPR of the financial condition of each bank and also facilitate the calculation of the total deposits of all banks and their use. Where regulations have been violated, the ACPR may impose administrative sanctions, which may include warnings, financial sanctions and deregistration of a bank resulting in its winding-up. The ACPR has also the power to appoint a temporary administrator to temporarily manage a bank that it deems to be mismanaged. These decisions of the ACPR may be appealed to the French Administrative Supreme Court (*Conseil d'Etat*). Insolvency proceedings may be initiated against banks or other credit institutions, financing companies, or investment firms only after prior approval by the ACPR. Please refer to "*Risk Factors—Risks generally applicable to the Notes—Your return may be limited or delayed by the insolvency of Société Générale*" for a brief description of French insolvency proceedings.

Pursuant to European Union regulations establishing a single supervisory mechanism for the Eurozone and opt-in countries the European Central Bank ("**ECB**") became the supervisory authority for large European credit institutions and banking groups, including Société Générale, on November 4, 2014. This supervision is expected to be carried out in France in close cooperation with the ACPR (in particular with respect to reporting collection and on-site inspections). The ACPR has retained its competence for anti-money laundering and conduct of business rules (consumer protection).

The ECB is exclusively responsible for prudential supervision, which includes, inter alia, the power to: (i) authorize and withdraw authorization; (ii) assess acquisition and disposal of holdings in other credit institutions; (iii) ensure compliance with all prudential requirements laid down in general EU banking rules; (iv) set, where necessary, higher prudential requirements for certain credit institutions to protect financial stability under the conditions provided by EU law and (v) impose robust corporate governance practices and internal capital adequacy. The ACPR will, on the other hand, continue to be responsible for supervisory matters not conferred to the ECB, such as consumer protection, money laundering, payment services and branches of third country banks.

Market Supervision

The AMF regulates the French financial markets. It publishes regulations which set forth regulatory duties of financial markets operators, investment services providers (credit institutions authorized to provide investment services and investment firms) and issuers of financial instruments offered to the public in France. The AMF is also in charge of granting licenses to portfolio management companies and exercises disciplinary powers over them. It may impose sanctions against any person violating its regulations. Such sanctions may be appealed to the Paris Court of Appeal, except in the case of sanctions against financial markets professionals which may be appealed to the *Conseil d'Etat.*

Banking Regulations

In France, regulation of the banking sector is conducted by the Minister of the Economy, which aims at ensuring the creditworthiness and liquidity of French financial institutions. With respect to liquidity, the Order dated May 5, 2009, provided for regulatory changes that came into force in 2010. Under the standard approach, French financial institutions are required to:

- calculate a liquidity ratio (*coefficient de liquidité standard*), i.e., certain weighted short-term and liquid assets divided by weighted short-term liabilities and off-balance sheet commitments. This ratio is calculated at the end of each month and may not be less than 1;
- prepare rolling seven-day-cash-flow projections and identify additional sources of seven-day financing; and
- provide the ACPR with certain information related to financing costs.

The Basel Committee recommended the implementation of two standardized regulatory liquidity ratios, the Liquidity Coverage Ratio ("**LCR**") and the Net Stable Funding Ratio ("**NSFR**"). On January 7, 2013, the Basel Committee published an updated version of the LCR and also published an updated version of the

NSFR on October 31, 2014. In implementing these ratios, the Basel Committee's objective is to guarantee the viability of banks over periods of one month and one year into the future under intense stress conditions.

The European transposition of the Basel III framework was adopted by European Council and Parliament and published in the Official Journal on June 27, 2013. The new package replaces the Capital Requirements Directives (2006/48 and 2006/49) with a Directive (known as CRD IV) and a Regulation (the "**CRR**") and aims to create a sounder and safer financial system. The CRR contains the detailed prudential requirements for credit institutions and investment firms while the CRD IV covers areas of the current Capital Requirements Directive where EU provisions need to be transposed by Member States in a way suitable to their respective environments. The CRD IV entered into force on January 1, 2014. Some of the new provisions will be phased-in through 2019.

The observation period for the calibration of the liquidity ratios started on June 28, 2013. The reporting requirements started in March 2014 on an individual and consolidated basis and by significant currencies. Elements of the LCR are required to be reported on a monthly basis, and elements of the NSFR on a quarterly basis.

On the basis of European Banking Authority ("**EBA**") recommendations, the European Commission has finalized the calibration of the LCR and adopted it through a delegated act dated October 10, 2014. The LCR is being introduced with a phase-in period: a minimum level of 60% level by October 1, 2015; 70% by January 1, 2016; 80% by January 1, 2017; and 100% by January 1, 2018.

In light of the results of the observation period, international developments and the reports prepared by the EBA, the European Commission presented, on November 23, 2016, legislative proposals on the NSFR, to address the excessive reliance on short-term wholesale funding and to reduce long-term funding risk. If adopted, these legislative proposals would, among other things, give effect to the FSB TLAC Term Sheet and modify the requirements applicable to the MREL.

Over the past few years, Société Générale has been working diligently to prepare for these pending regulatory changes.

In addition, French credit institutions are required to maintain minimum capital to cover their credit, market, counterparty and operational risks. Since January 1, 2014, pursuant to the CRR, credit institutions are required to maintain a minimum total capital ratio of 8%, a Tier 1 capital ratio of 6% and a minimum Common Equity Tier 1 capital ratio of 4.5%, each to be obtained by dividing the institution's relevant eligible regulatory capital by its risk-weighted assets. Furthermore, they must comply with certain Common Equity Tier 1 buffer requirements, including a capital conservation buffer of 2.5% that will be applicable to all institutions as well as other Common Equity Tier 1 buffers to cover countercyclical and systemic risks. These measures will be implemented progressively until 2019.

In addition to the "**Pillar 1**" "own funds" and buffer capital requirements described above, CRD IV contemplates that competent authorities may require additional "**Pillar 2**" capital to be maintained by an institution relating to elements of risks which are not fully captured by the minimum "own funds" requirements ("**additional own funds requirements**") or to address macro-prudential requirements.

The EBA published guidelines on December 19, 2014 addressed to competent authorities on common procedures and methodologies for the supervisory review and evaluation process ("**SREP**") which contained guidelines proposing a common approach to determining the amount and composition of additional own funds requirements and which were implemented with effect from January 1, 2016. Under these guidelines, competent authorities should set a composition requirement for the additional own funds requirements to cover certain risks of at least 56% Common Equity Tier 1 capital and at least 75% Tier 1 capital. The guidelines also contemplate that competent authorities should not set additional own funds requirements in respect of risks which are already covered by capital buffer requirements and/or additional macro-prudential requirements; and, accordingly, the "combined buffer requirement" (as discussed below) is in addition to the minimum own funds requirement and to the additional own funds requirement.

Following the results of the 2017 SREP published in December 2017, the ECB confirmed the level of additional requirement in respect of Pillar 2 for the Issuer, relevant for the Maximum Distributable Amount (as defined and explained below), which is equal to 1.50% made of CET1 as from January 1, 2018 (unchanged compared to 2017). Taking into account the different additional regulatory buffers, the minimum requirement

in respect of the Common Equity Tier 1 ratio that would trigger the Maximum Distributable Amount mechanism would be approximately 8.7% (phased-in ratios in 2018) and subsequently increase to approximately 9.6% as from January 1, 2019 (including 0.1% of countercyclical buffers). The regulatory CET1 phased-in ratio of the Issuer at June 30, 2018 was 11.2%, which is above the ECB requirements stated above.

Under Article 141 of the CRD IV Directive, EU Member States must require that institutions that fail to meet the "combined buffer requirement" (broadly, the combination of the capital conservation buffer, the institution-specific counter-cyclical buffer and the higher of (depending on the institution) the systemic risk buffer, the global systemically important institutions buffer and the other systemically important institution buffer, in each case as applicable to the institution) will be subject to restricted "discretionary payments" (which are defined broadly by CRD IV as distributions in connection with Common Equity Tier 1 capital, payments on Additional Tier 1 instruments (such as Interest Amounts on the Notes) and payments of variable remuneration). The restrictions will be scaled according to the extent of the breach of the "combined buffer requirement" and calculated as a percentage of the profits of the institution since the most recent decision on the distribution of profits or "discretionary payment". Such calculation will result in a "**Maximum Distributable Amount**" in each relevant period. As an example, the scaling is such that in the bottom quartile of the "combined buffer requirement", no "discretionary distributions" will be permitted to be paid. As a consequence, in the event of breach of the "combined buffer requirement" it may be necessary to reduce discretionary payments, including potentially exercising the discretion to cancel (in whole or in part) interest payments in respect of the Notes.

In addition, CRD IV includes a requirement for credit institutions to calculate, report, monitor and publish their leverage ratios, defined as their Tier 1 capital as a percentage of their total exposure measure. During the observation period for its introduction, the leverage ratio – using the Basel III standard – is required to be maintained at a level of at least 3%. This requirement will be harmonized at the EU level. Until it is harmonized, the regulators may apply such measures as they consider appropriate.

On November 23, 2016, the European Commission proposed amendments to the CRD IV that, among other things, would impose a minimum leverage ratio defined as an institution's Tier 1 capital divided by its total exposure measure, of 3%. This leverage ratio will prevent institutions from excessively increasing lending when they do not have enough capital.

In addition to these requirements, the principal regulations applicable to deposit banks such as Société Générale concern large exposure ratios (calculated on a quarterly basis), risk diversification and liquidity, monetary policy, restrictions on equity investments and reporting requirements. In the various countries in which the Group operates, it complies with the specific regulatory ratio requirements in accordance with procedures established by the relevant supervisory authorities.

French credit institutions must satisfy, on a consolidated basis, certain restrictions relating to concentration of risks (large exposure ratio). The aggregate of a French credit institution's loans and a portion of certain other exposure (*risques*) to a single customer (at a consolidated level) may not exceed 25% of the credit institution's eligible capital as defined by French capital ratio requirements.

French credit institutions are required to maintain on deposit with the ECB a certain percentage (fixed by the ECB) of various categories of demand and short-term deposits as minimum reserves. The required reserves are remunerated at a level corresponding to the average interest rate of the main refinancing operations of the European System of Central Banks over the maintenance period weighted by the number of days over the period.

French credit institutions are subject to restrictions on equity investments. Subject to specified exemptions for certain short-term investments and investments in financial institutions and insurance companies, no "qualifying shareholding" held by credit institutions may exceed 15% of the eligible capital of the concerned credit institution, and the aggregate of such qualifying shareholdings may not exceed 60% of the eligible capital of the concerned credit institution. An equity investment is a qualifying shareholding for the purposes of these provisions if it represents more than 10% of the share capital or voting rights of the company in which the investment is made or if it provides, or is acquired with a view to providing, a "significant influence" (influence notable—within the meaning of the relevant French rules) in such company.

Only licensed credit institutions are permitted to engage in banking activities on a regular basis. In addition, credit institutions licensed as banks may engage in ancillary banking activities on a regular basis. Non-banking activities may be carried out by credit institutions, subject, however, to certain conditions and provided that the annual aggregate revenues from those activities may not exceed 10% of total net revenues.

Examination

The ACPR examines the detailed periodic (monthly or quarterly) statements and other documents that large deposit banks are required to submit to the ACPR to ensure compliance by these banks with applicable regulations. In the event that such examination reveals a material adverse change in the financial condition of a bank, an inquiry would be made by the ACPR, which could be followed by an inspection of the bank. The ACPR may also carry out paper-based and/or on-site inspections of banks.

Reporting Requirements

In addition to the detailed periodic reporting mentioned above, credit institutions must also report monthly to the *Banque de France* the names and related amounts of certain customers (companies and individuals engaged in professional non-salaried activities) having outstanding loans exceeding EUR 25,000. The *Banque de France* then makes available a list stating such customers' total outstanding loans from all reporting credit institutions.

Credit institutions must make periodic accounting and prudential reports, collectively referred to as *états périodiques*, to the ACPR. These *états périodiques* comprise principally statements of the activity of the concerned institution during the relevant period (*situation*) to which are attached exhibits that provide a more detailed breakdown of the amounts involved in each category, financial statements and certain additional data relating to operations (*indicateurs d'activité*) such as the number of employees, client accounts and branches. In addition to these domestic reporting obligations, credit institutions must also file periodic reports with the ACPR within the European Financial Reporting Framework (FINREP) and Common Reporting Framework (COREP) in relation to consolidated IFRS financial reporting and the applicable solvency ratio.

Deposit Guarantee Scheme

All credit institutions operating in France (except branches of EEA credit institutions, which are covered by their home country's deposit guarantee scheme) are required to be members of the deposit guarantee and resolution fund (*fonds de garantie des dépôts et de résolution*). Domestic retail customer deposits and corporate client deposits, with the exception of regulated entities and institutional investors, are covered up to an amount of EUR 100,000 per retail customer or per corporate client, as applicable, and per credit institution. The financial compulsory contribution of each credit institution to the deposit guarantee fund is determined by the ACPR on the basis of the amount of guaranteed deposits of each member considering its risk profile. The ACPR also had to implement the EBA's Guidelines on contributions and payment commitments on deposit guarantee schemes dated May 28, 2015, by December 31, 2015. In November 2015, the European Commission issued a proposal for a European Deposit Insurance Scheme, which, when adopted, will establish a single deposit insurance fund for Eurozone banks.

Resolution fund

All credit institutions of the Eurozone contribute to the Single Resolution Fund managed by the SRB. The Single Resolution Fund has replaced national resolution funds implemented under the BRRD. Where necessary, the Single Resolution Fund may be used to ensure the efficient application of resolution tools and the exercise of the resolution powers conferred to the SRB. Contributions are calculated in accordance with the provisions of the Commission delegated Regulation (EU) 2015/63 of October 21, 2014 and the Council implementing Regulation (EU) 2015/81 of December 19, 2014. The Single Resolution Fund will be gradually built up during an eight-year period (2016/2023) to reach 1% of the covered deposits by December 31, 2023.

Additional Funding

The Governor of the *Banque de France*, as chairman of the ACPR, can, after soliciting the opinion of the ECB, request that the shareholders of a credit institution in financial difficulty fund this credit institution in an amount that may exceed their initial capital contribution. However, except if they agree otherwise, credit institution shareholders have no legal obligation to do so and, as a practical matter, such a request would likely be made only to holders of a significant portion of the credit institution's share capital.

Internal Control Procedures

French credit institutions are required to establish appropriate internal control procedures, including, with respect to risk management, remuneration policies and compensation of board members, executive officers and market professionals, the creation of appropriate audit trails and the identification of transactions entered into with managers or principal shareholders. Such procedures must include a system for controlling operations and internal procedures (including compliance monitoring systems), an organization of accounting and information processing systems, systems for measuring risks and results, systems for supervising and monitoring risks (including in particular cases where credit institutions use outsourcing facilities), a documentation and information system and a system for monitoring flows of cash and securities. Such procedures must be adapted by credit institutions to the nature and volume of their activities, their size, their establishments and the various types of risks to which they are exposed. Internal systems and procedures must notably set out criteria and thresholds that allow spotting certain incidents as "significant" ones. In this respect, any fraud generating a gain or loss of a gross amount superior to 0.5% of the Tier 1 capital is deemed significant provided that such amount is greater than EUR 10,000.

In particular, with respect to credit risks, each credit institution must have a credit risk selection procedure and a system for measuring credit risk that permit centralization of the institution's on-balance and off-balance sheet exposure and for assessing different categories of risk using qualitative and quantitative data. With respect to market risks, each credit institution must have systems for monitoring, among other things, its proprietary transactions that permit the credit institution to record on at least a day-to-day basis foreign exchange transactions and transactions in the trading book (*portefeuille de négociation*), and to measure on at least a day-to-day basis the risks resulting from positions in the trading book in accordance with the capital adequacy regulations. Overall interest rate risks, intermediation risks and liquidity and settlement risks must also be closely monitored by credit institutions. Société Générale's audit committee is responsible for, among other things, monitoring risk management policies, procedures and systems.

Each credit institution must prepare yearly reports to be reviewed by the institution's board of directors, its audit committee (if any), its statutory auditors and the *Autorité de contrôle prudentiel et de résolution* regarding the institution's internal procedures, the measurement and monitoring of the risks to which the credit institution is exposed, and the credit institution's remuneration policies.

Compensation Policy

French credit institutions and investment firms are required to ensure that their compensation policy is compatible with sound risk management principles. A significant fraction of the compensation of employees whose activities may have a significant impact on the bank's risk exposure must be performance-based, and a significant fraction of this performance-based compensation must be non-cash and deferred. The aggregate amount of variable compensation must not hinder the bank's capacity to strengthen its capital base if needed.

Furthermore, recently enacted legislative and regulatory reforms in Europe will significantly change the structure and amount of compensation paid to certain employees, particularly in the corporate and investment banking sector. The new rules, which were transposed into French legislation on November 5, 2014, will apply to variable compensation awards for the 2014 performance year and will prohibit the award of bonuses that exceed the fixed compensation of these employees (or two times their fixed compensation, subject to shareholder approval).

Anti-Money Laundering

French law issued from European legislation requires French credit institutions to investigate unusual transactions and, if necessary, to report transactions or amounts registered in their accounts which appear to, or are suspected to, come from any criminal activity (provided that the criminal penalty is equal to or exceeds a one-year prison term) to a special governmental agency (TRACFIN).

The French *Code monétaire et financier* also requires French credit institutions to establish "know your customer" procedures allowing identification of the customer (as well as the beneficial owner) in any transaction, to maintain internal procedures and controls necessary to comply with these legal obligations and to identify and assess the risks of money laundering and terrorist financing, taking into account risk factors including those relating to their customers, countries or geographic areas, products, services, transactions or delivery channels.

In France, according to Article L. 562-2 of the French *Code monétaire et financier*, the Minister of the Economy and Finance and the Minister of the Interior can jointly force financial institutions to freeze, during six months (renewable) all or any of the assets, financial instruments and economic resources held by persons or firms committing, facilitating or financing, or trying to commit, facilitate or finance, acts of terrorism.

Moreover, European regulations oblige banks to freeze the financial assets, or to block transactions, of any person that appears on the official lists of terrorist suspects.

The Group has implemented standard risk-based procedures designed to fight money laundering, such procedures being applicable to all entities within the Group around the world.

Resolution Framework in France and European Bank Recovery and Resolution Directive

Directive 2014/59/EU of the European Parliament and of the Council of the European Union dated May 15, 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms (the "**BRRD**") entered into force on July 2, 2014. 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 August 20, 2015 transposed the BRRD into French law and amended the French *Code monétaire et financier* for this purpose. The French ordonnance has been ratified by law No. 2016-1691 dated December 9, 2016 (*Loi n°2016-1691 du 9 décembre 2016 relative à la transparence, à la lutte contre la corruption et à la modernisation de la vie économique*) which also incorporates provisions which clarify the implementation of the BRRD.

The stated aim of the BRRD is to provide the authority designated by each EU Member State (the "**Resolution Authority**") with a credible set of tools and powers, including the ability to apply the Bail-in Power, as defined below, to address banking crises pre-emptively in order to safeguard financial stability and minimize taxpayers' exposure to losses.

The powers provided to the Resolution Authority in the BRRD and the SRM Regulation (as defined below) include write-down/conversion powers to ensure that capital instruments (including Additional Tier 1 instruments such as the Notes and Tier 2 instruments) and eligible liabilities (including senior debt instruments) absorb losses of the issuing institution that is subject to resolution in accordance with a set order of priority (referred to as the "**Bail-in Power**"). Accordingly, the BRRD contemplates that the Resolution Authority may require the write-down of such capital instruments and eligible liabilities in full on a permanent basis, or convert them in full into Common Equity Tier 1 instruments. The BRRD provides, inter alia, that the Resolution Authority shall exercise the write-down/conversion power in a way that results in (i) Common Equity Tier 1 instruments being written down first in proportion to the relevant losses, (ii) thereafter, the principal amount of other capital instruments (including Additional Tier 1 instruments such as the Notes) being written down or converted into Common Equity Tier 1 instruments and (iii) thereafter, eligible liabilities (including senior debt instruments) being written down or converted in accordance with a set order of priority. Following such a conversion, the resulting Common Equity Tier 1 instruments may also be subject to the application of the Bail-in Power.

In addition to the Bail-in Power, 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) and discontinuing the listing and admission to trading of financial instruments.

If the conditions for resolution are met by a particular credit institution, the Resolution Authority may apply resolution tools such as removing management and appointing an interim administrator, selling the business of the institution under resolution, setting up a bridge institution or an asset management vehicle and, critically, applying the Bail-in Power which consists of write-down or conversion powers with respect to capital instruments (including subordinated debt instruments) and eligible liabilities (including senior debt instruments), according to their ranking set out in Article L. 613-55-5 of the French *Code monétaire et financier*. For the avoidance of doubt, in the event of the application of the Bail-in Power, (i) the outstanding amount of the Notes may be reduced, including to zero, (ii) the Notes may be converted into ordinary shares or other instruments of ownership, and (iii) the terms may be varied (e.g. 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 exploited, to the maximum extent practicable, the resolution measures, including the Bail-in Power.

The conditions for resolution under Article L. 613-49 II of the French *Code monétaire et financier* are deemed to be met when:

(a) the Resolution Authority or the relevant supervisory authority determines that the institution is failing or likely to fail, which means situations where:

  (i) the institution infringes/will in the near future infringe the requirements for continuing authorization; and/or

  (ii) the institution is/will be in the near future unable to pay its debts or other liabilities as they fall due; and/or

  (iii) 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 of the French *Code monétaire et financier*); and/or

  (iv) the assets of the institution are/will be in the near future less than its liabilities;

(b) there is no reasonable prospect that any measure other than a resolution measure would prevent the failure within a reasonable timeframe; and

(c) 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, write-down or convert capital instruments (including subordinated debt such as Additional Tier 1 instruments (such as the Notes) and Tier 2 instruments) into ordinary shares or other instruments of ownership 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*).

Before taking a resolution measure or exercising the power to write down or convert relevant capital instruments, the Resolution Authority shall 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.

When taking a resolution measure, the Resolution Authority must consider the following objectives: (i) ensure the continuity of critical functions, (ii) avoid a significant adverse effect on financial stability, (iii) protect public funds by minimizing reliance on extraordinary public financial support and (iv) protect client funds and client assets, in particular covered depositors. The deposit guarantee and resolution fund (described above) may also intervene to assist in the resolution of failing institutions.

It should be noted that the Resolution Authority's resolution powers have been superseded by the Single Resolution Board (the "**SRB**") since January 1, 2016, and that this authority acts in close cooperation with the Resolution Authority.

The application of any measure under the French BRRD implementing provisions or any suggestion of such application to the Issuer or the Group could materially and adversely affect the rights of investors and/or the price or value of their investment in any Notes and/or the ability of the Issuer to satisfy its obligations under any Notes, and as a result investors may lose their entire investment.

Recovery and Resolution Plans

French credit institutions must draw up and maintain recovery plans (*plans préventifs de rétablissement*) that, for large credit institutions such as the Issuer, will be reviewed by the ECB and which provide for measures to be taken by the institutions to restore their financial position following a significant deterioration of their financial situation. Such plans must be updated on a yearly basis (or immediately following a significant change in an institution's organization, business or financial condition). The ECB must assess the recovery

plan to determine whether it could in practice be effective, and, as necessary, can request changes in an institution's organization. More generally, the ECB will comment on the draft recovery plan and can require modifications. The Resolution Authority is in turn required to prepare resolution plans (*plans préventifs de résolution*) which provide for the resolution measures which the Resolution Authority may take, given its specific circumstances, when the institution meets the conditions for resolution.

MREL and TLAC

Since January 1, 2016, French credit institutions (such as the Issuer) 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 shall be expressed as a percentage of the total liabilities and own funds of the institution. The MREL aims at ensuring that credit institutions have sufficient loss absorption and recapitalization capacity to meet the resolution objectives, and avoiding institutions structuring their liabilities in a manner that impedes the effectiveness of the Bail-in Power.

On November 9, 2015, the FSB published the final principles and the FSB TLAC Term Sheet regarding the TLAC (total loss-absorbing capacity) of G-SIBs (global systematically important banks), such as the Issuer, in resolution. The FSB principles seek to ensure that G-SIBs will have sufficient loss absorbing capacity available in a resolution of such an entity, in order to minimize any impact on financial stability, ensure the continuity of critical functions and avoid exposing taxpayers to loss. On July 6, 2017, the FSB issued guiding principles on the internal TLAC of G-SIBs. The TLAC requirements are stated to apply from January 1, 2019. The TLAC requirements will, once implemented in France, apply in addition to capital requirements applicable to the Issuer.

On November 23, 2016, the European Commission proposed amendments to the CRD IV, the CRR and the BRRD that, among other things, would give effect to the FSB TLAC Term Sheet and modify the requirements applicable to MREL.

In particular, the European Commission proposed that resolution authorities should be able, on the basis of bank-specific assessments, to require that G-SIBs comply with a supplementary MREL requirement (i.e. a Pillar 2 add-on requirement). Such a Pillar 2 MREL requirement would have to be strictly linked to the resolvability analysis of a given G-SIB and, in particular, its recapitalization needs and, as with all discretionary requirements, be duly justified, necessary and proportionate to implement an orderly resolution, minimize the impact on financial stability, ensure the continuity of critical functions and/or avoid exposing public funds to loss.

As part of these reforms, on December 27, 2017, the Directive 2017/2399 amending the BRRD as regards the ranking of unsecured debt instruments in insolvency hierarchy was released in the Official Journal of the EU.

Steps taken towards achieving an EU banking union

Banking union is expected to be achieved through new harmonized banking rules (the single rulebook) and a new institutional framework with stronger systems for both banking supervision and resolution that are managed at the European level. Its two main pillars are the Single Supervision Mechanism ("**SSM**") and the Single Resolution Mechanism (the "**SRM**").

The SSM is expected to assist in making the banking sector more transparent, unified and safer.

The SSM is provided for under Regulation (EU) No. 1024/2013 and represents a significant change in the approach to bank supervision at a European and global level. In the coming years, the SSM is expected to work to establish a new supervisory culture importing best practices from the 19 supervisory authorities that are part of the SSM. Several steps have already been taken in this regard such as the publication by the EBA of the guide to banking supervision dated November 2014 and the creation of the SSM Framework Regulation. In addition, this new body represents an extra cost for the financial institutions that will fund it through payment of supervisory fees.

The other main pillar of the EU banking union is the SRM, the main purpose of which is to ensure a prompt and coherent resolution of failing banks in Europe at minimum cost. Regulation (EU) No. 806/2014 of the European Parliament and of the Council of the European Union (the "**SRM Regulation**"), which was passed on July 15, 2014, and has been fully applicable since January 1, 2016, establishes uniform rules and a uniform procedure for the resolution (including the Bail-in Power) of credit institutions and certain investment firms in

the framework of the SRM and a Single Resolution Fund. Since January 1, 2016, the Single Resolution Fund is also in place, funded by contributions from European credit institutions in accordance with the methodology approved by the Council of the European Union.

Governmental Supervision and Regulation of the Issuer in the United States

Banking Activities

The Issuer conducts banking activities in the United States through its New York branch office, a branch office in Chicago, an agency office in Dallas and multiple representative offices. Each of these offices is licensed by the state banking authority in the state in which the office is located and is subject to regulation and examination by its licensing authority and the Federal Reserve Board.

In addition to being subject to various state laws and regulations, the Issuer's U.S. operations are subject to federal banking laws and regulations, including the Bank Secrecy Act, as amended (the "**BSA**"), the International Banking Act of 1978, as amended (the "**IBA**"), the Bank Holding Company Act of 1956, as amended (the "**BHCA**"), and Dodd-Frank, as discussed in the section entitled "*U.S. Financial Regulatory Reform*."

The IBA establishes the examination authority of the Federal Reserve Board in its capacity as the Issuer's primary federal regulator. Under the IBA, all branches and agencies of foreign banks in the United States are subject to reporting and examination requirements of the Federal Reserve Board similar to those imposed on domestic U.S. banks. In addition, as a result of its U.S. banking presence, the Issuer also is subject to reporting to, and supervision and examination by, the Federal Reserve Board in its capacity as the Issuer's U.S. "umbrella supervisor."

Among other things, the IBA provides that a state-licensed branch or agency of a foreign bank may not engage in any type of activity that is not permissible for a federally-licensed branch or agency of a foreign bank unless the Federal Reserve Board has determined that such activity is consistent with sound banking practice. A state-licensed branch must also comply with the same single borrower (or issuer) lending and investment limits applicable to a federal branch or agency. These limits are based on the foreign bank's worldwide capital and, in the case of a foreign bank with multiple U.S. branches or agencies (such as the Issuer), the foreign bank must aggregate the business of all of its U.S. branches and agencies in determining compliance with these limits. As amended by Dodd-Frank, the lending limits applicable to Société Générale, New York Branch (the "**Branch**") and any other U.S. branches of the Issuer (together with the Branch, the "**Branches**") include credit exposures that arise from derivative transactions, repurchase and reverse repurchase agreements and securities lending and securities borrowing transactions with the same counterparty. Theses Branches are also subject to certain quantitative limits and qualitative restrictions on the extent to which they may lend to or engage in certain other transactions with affiliates engaged in certain securities, insurance and merchant banking activities in the United States. In general, these transactions must be on terms that would ordinarily be offered to unaffiliated entities, and are subject to volume limits and such transactions that involve extensions of credit or credit exposure must be secured by designated amounts of specified collateral.

Furthermore, the Federal Reserve Board may terminate the activities of a U.S. branch or agency of a foreign bank if it finds that:

- The foreign bank is not subject to comprehensive supervision on a consolidated basis in its home country and the home country supervisor is not making demonstrable progress in establishing arrangements for the consolidated supervision of the foreign bank;
- There is reasonable cause to believe that such foreign bank, or an affiliate, has violated the law or engaged in an unsafe or unsound banking practice in the United States and, as a result, continued operation of the branch or agency would be inconsistent with the public interest and purposes of the federal banking laws; or
- For a foreign bank that presents a risk to the stability of the United States financial system, the home country of the foreign bank has not adopted, or made demonstrable progress toward adopting, an appropriate system of financial regulation to mitigate such risk.

The BHCA imposes significant restrictions on the Issuer's U.S. non-banking operations and on its worldwide holdings of equity in companies which directly or indirectly operate in the United States. In general, the activities conducted by a foreign bank in the United States are limited to those activities determined by the Federal Reserve Board to be closely related to banking. Qualifying bank holding companies and foreign banks that elect to be treated as a "financial holding company," such as the Issuer, are also permitted to engage through U.S. non-bank

subsidiaries in a broader range of activities that are financial in nature in the United States, including, among other things, underwriting, dealing in and making a market in securities; providing financial, investment and other advisory services, including to investment companies; acting as principal, agent or broker in connection with insurance activities; engaging in merchant banking activities, including acquiring shares or ownership interests of a company engaged in any activity; and other financial activities provided under Section 4(k) of the BHCA.

The Issuer became a financial holding company in August 2000. To qualify as a financial holding company, the Issuer was required to certify and demonstrate that the Issuer was "well capitalized" and "well managed" (in each case, as defined by Federal Reserve Board regulations). These standards, as applied to the Issuer, are comparable to the standards U.S. domestic banking holding companies must satisfy to qualify as financial holding companies. If, at any time, the Issuer were no longer to be well capitalized or well managed or otherwise were to fail to meet any of the requirements for the Issuer to maintain its financial holding company status, then the Issuer may be required to discontinue certain activities, to cease engaging in new activities that are financial in nature or in making new investments or to terminate its U.S. banking operations. The Federal Reserve Board may consider a financial holding company not to be well managed as a result of any enforcement action taken against the financial holding company that has not been terminated, such as the written agreement and the cease and desist order entered into by the Issuer, as discussed in the section below entitled "*Anti-Money Laundering and Economic Sanctions*".

Under the BHCA, the Issuer is required to obtain the prior approval of the Federal Reserve Board before acquiring, directly or indirectly, the ownership or control of 5% or more of any class of voting securities of any U.S. bank, bank holding company or certain other types of U.S. depository institutions or depository institution holding companies.

Superintendent Authority to Take Possession of and Liquidate a New York Branch

The NYBL authorizes the Superintendent to take possession of the business and property of a foreign bank's New York branch that is licensed by the Superintendent under certain circumstances, including:

- Violation of any law;
- Conduct of business in an unauthorized or unsafe manner;
- Capital impairments;
- Suspension of payment of obligations;
- Initiation of liquidation proceedings against the foreign bank in its jurisdiction of domicile or elsewhere; or
- If there is reason to doubt the foreign bank's ability or willingness to pay in full certain claims of its creditors.

Pursuant to the NYBL, when the Superintendent takes possession of a NYDFS-licensed branch of a foreign bank, it succeeds to the branch's assets, wherever located, and the non-branch assets of the foreign bank located in New York. In liquidating or dealing with a branch's business after taking possession of the branch, the Superintendent will accept for payment out of the branch's assets only the claims of creditors (unaffiliated with the foreign bank) that arose out of transactions with the branch (without prejudice to the rights of such creditors to be satisfied out of other assets of the foreign bank) and only to the extent those claims represent an enforceable legal obligation against such branch as if such branch were a separate legal entity. After such claims are paid, together with any interest thereon, and the expenses of the liquidation have been paid or properly provided for, the Superintendent would turn over the remaining assets, if any, in the first instance, to other offices of the foreign bank that are being liquidated in the United States, upon the request of the liquidators of those offices, in the amounts which the liquidators of those offices demonstrate are needed to pay the claims accepted by those liquidators and any expenses incurred by the liquidators in liquidating those other offices of the foreign bank. After any such payments are made, any remaining assets would be turned over to the foreign bank, or to its duly appointed liquidator or receiver.

Anti-Money Laundering and Economic Sanctions

In recent years, a major focus of U.S. policy and regulation relating to financial institutions has been to combat money laundering, and terrorist financing, and to assure compliance with U.S. economic sanctions in respect of designated countries, territories, individuals and entities. In 2001, the U.S. Congress enacted the USA PATRIOT

Act, which amended the BSA and imposed significant new anti-money laundering ("**AML**") compliance program requirements on U.S. banks and other financial institutions, including the U.S. branches, agencies and representative offices of foreign banks. Those requirements include record-keeping and customer identification requirements, a system of internal controls to ensure compliance, designation of chief AML compliance officer and a training program for appropriate personnel. The USA PATRIOT Act also expanded the government's powers to freeze or confiscate assets and increased the available penalties that may be assessed against financial institutions. The USA PATRIOT Act also required the U.S. Treasury Secretary to adopt regulations with respect to anti-money laundering and related compliance obligations on financial institutions. The U.S. Treasury Secretary delegated this authority to a bureau of the U.S. Treasury Department known as the Financial Crimes Enforcement Network ("**FinCEN**"). U.S. economic sanctions are administered and enforced in large part by the U.S. Department of Treasury's Office of Foreign Assets Control ("**OFAC**").

The anti-money laundering compliance requirements of the USA PATRIOT Act and other applicable legislation, as implemented by FinCEN and OFAC, impose obligations on the Issuer to maintain appropriate policies, procedures and controls to detect, prevent and report money laundering and terrorist financing, to verify the identity of their customers and certain beneficial owners of non-individual customers, report suspicious transactions, implement due diligence procedures for certain correspondent and private banking accounts and otherwise to comply with U.S. economic sanctions. Failure of the Issuer to maintain and implement adequate programs to combat money laundering and terrorist financing, and to comply with U.S. economic sanctions, could have serious legal and reputational consequences.

In 2009, the Issuer entered into a written agreement (the "**Written Agreement**") with the Federal Reserve Bank of New York (the "**Reserve Bank**") and the New York State Banking Department (the NYDFS's predecessor) requiring the Issuer and the Branch to address certain deficiencies relating to the Branch's financial crime prevention program. On December 14, 2017, the Issuer and the Branch consented to the issuance of a cease and desist order (the "**Order**") by the Federal Reserve Board, which had the effect of superseding the Written Agreement as between the Reserve Bank, the Issuer and the Branch, following a review by the Reserve Bank of the Issuer's and the Branch's financial crime prevention program, including the efforts to comply with the Written Agreement. Pursuant to the Order, the Issuer and the Branch agreed, among other things, to (i) submit a written governance plan designed to achieve full compliance with federal laws, rules and regulations relating to financial crime prevention, including improvements to internal controls and information systems; (ii) retain an independent third party to conduct a comprehensive review of the Issuer's and the Branch's compliance with such laws, rules and regulations and prepare a written report of its findings; and (iii) submit an enhanced compliance program, an enhanced customer due diligence program and a program designed to ensure the identification and accurate reporting of all known or suspected violations of law or suspicious transactions, in each case based on the results of the independent third party's comprehensive review. The Written Agreement as between the NYDFS (as successor to the New York State Banking Department), the Issuer and the Branch remains in force. The Issuer and the Branch have met, or are working towards meeting, all applicable deadlines imposed under the Written Agreement and the Order.

U.S. Financial Regulatory Reform

Both the scope of the U.S. laws and regulations and the intensity of supervision have increased following and in response to the 2008 global financial crisis as well as other factors such as technological and market changes. Regulatory enforcement and fines have also increased across the banking and financial services sector. Many of these changes have occurred as a result of Dodd-Frank and its implementing regulations, most of which are now in place, and have resulted in or are anticipated to result in additional costs and to impose certain limitations on the Issuer's business activities. Enacted in May 2018, the EGRRCP Act is intended to provide regulatory relief to financial institutions from certain Dodd-Frank provisions. However, it is too early to determine the impact (including any additional compliance costs) that the EGRRCP Act or any additional new or proposed legislation could have on the regulatory requirements currently imposed on the Issuer.

Implementation of the statutory requirements imposed by Dodd-Frank and other financial legislation including the EGRRCP Act is in certain instances delegated to the U.S. banking, securities, and derivatives regulators, such as the Federal Reserve Board (the Issuer's primary federal banking regulator). However, for any requirements and restrictions that the Federal Reserve Board may issue under implementing regulations applicable to foreign banks, the Federal Reserve Board is directed to take into account the principle of national treatment and equality of competitive opportunity, and the extent to which an FBO is subject to comparable home country standards.

Among other things, the Dodd-Frank enhanced prudential standards require FBOs with U.S.$50 billion or more in total consolidated assets, such as the Issuer, to submit an annual resolution plan to the Federal Reserve Board and FDIC that provides for the rapid and orderly resolution of the U.S. operations of the FBO in the event of its

material financial distress or failure. The Issuer submitted its latest annual resolution plan in December 2015. The Federal Reserve Board and the FDIC have subsequently determined and have notified the Issuer that, beginning in December 2018, the Issuer may satisfy its next three resolution plan submissions by filing a "reduced plan," provided that its U.S. non-branch assets remain below U.S.$50 billion and no material event reasonably foreseen to have a material effect on the resolution plan has occurred. A reduced plan, in general, is required to identify only material changes from the prior year's resolution plan.

As an FBO with over U.S.$50 billion in combined U.S. branch and non-branch assets, the Issuer is required to comply with certain capital and other requirements in the current EPS Rules, including a requirement to maintain a buffer of highly liquid assets sufficient for its U.S. branches and agencies to withstand 14 days of liquidity stress and is also subject to certain enhanced risk management requirements as well as asset maintenance requirements under certain circumstances. While the EGRRCP Act would permit the Federal Reserve Board to increase the minimum threshold of U.S. assets of an FBO with U.S.$250 billion or more in total consolidated assets, such as the Issuer, that would trigger application of the EPS Rules, it is unclear whether the Federal Reserve Board will do so. Because the Issuer has greater than U.S.$250 billion in total consolidated assets, the Issuer may remain subject to the EPS Rules once revised by the Federal Reserve Board to implement the EGRRCP Act or additional financial services legislation.

In June 2018, as part of the implementation of the EPS Rules, the Federal Reserve Board published a final rule implementing single counterparty credit limits. The final rule applies to U.S. globally systemically important banks, bank holding companies with U.S.$250 billion or more in assets, the combined U.S. operations of FBOs with U.S.$250 billion or more in total consolidated assets (such as the Issuer) and such FBOs' IHCs with U.S.$50 billion or more in total consolidated assets, with compliance expected in 2020 in accordance with a tiered compliance schedule.

The Federal Reserve Board has not finalized (but continues to consider) requirements relating to an "early remediation" framework under which the Federal Reserve Board may impose prescribed restrictions and penalties against an FBO and its U.S. operations, and certain of its officers and directors, if the FBO and/or its U.S. operations experience financial stress and fail to meet certain requirements. The "early remediation" regime may also result in required termination of certain of an FBO's U.S. operations under certain circumstances.

In 2013, five U.S. federal financial regulators adopted final regulations implementing the provision of Dodd-Frank known as the Volcker Rule. The Volcker Rule restricts the ability of "banking entities" (including the Issuer and all of the Issuer's global affiliates) to sponsor, invest in, or retain investments in certain private equity, hedge or other similar funds (referred to as "covered funds"), or to engage as principal in proprietary trading activities, subject to certain exclusions and exemptions. The Volcker Rule also limits the ability of banking entities and their affiliates to enter into certain transactions with covered funds with which they or their affiliates have certain relationships. Banking entities subject to the Volcker Rule, such as the Issuer, have been required to comply with the Volcker Rule since July 21, 2015 for most aspects, and since July 21, 2017 for certain "legacy covered funds" that were in place prior to December 31, 2013. Further implementation efforts may be necessary based on subsequent regulatory interpretations, guidelines or examinations. Regulations have been proposed to amend certain aspects of the Volcker Rule, including the Volcker Rule definition of proprietary trading and certain compliance program requirements. However, there is no certainty as to whether and how those proposed changes or any future changes will be implemented in final form under the Volcker Rule.

Title VII of Dodd-Frank established a U.S. regulatory regime for derivatives contracts, including swaps, security-based swaps and mixed swaps (generically referred to in this paragraph as "swaps"). Among other things, Title VII of Dodd-Frank provides the CFTC and the SEC with jurisdiction and regulatory authority over swaps, requires the establishment of a comprehensive registration and regulatory framework applicable to swap dealers (such as the Issuer) and other major market participants in swaps, requires many types of swaps to be cleared and traded on an exchange or executed on swap execution facilities, requires swap market participants to report all swaps transactions to swap data repositories, and imposes capital and margin requirements on certain swap market participants. The Issuer provisionally registered as a swap dealer in 2012, subjecting it to CFTC supervision and regulation of its swaps activities, and requiring compliance with numerous regulatory requirements, including risk management, trade documentation, trade clearing, trade execution and trade reporting and recordkeeping and business conduct requirements. Registration as a security-based swap dealer or major security-based swap participant is not required until the SEC finalizes certain security-based swap rules, including capital, margin and segregation rules, which are still in proposed form. The mandatory clearing requirements imposed by Dodd-Frank on certain swaps has led to increased centralization of trading activity through particular clearing houses, central agents and exchanges with the capabilities to accept/execute cleared trades, which has increased the Issuer's concentration of risk with respect to such entities.

Dodd-Frank also grants the SEC discretionary rule-making authority to impose a new fiduciary standard on brokers, dealers and investment advisers and expands the extraterritorial jurisdiction of U.S. courts over actions brought by the SEC or the United States with respect to violations of the antifraud provisions in the Securities Act, the Exchange Act and the Investment Advisers Act. The SEC has proposed but not yet finalized a rule to establish the standard of conduct for broker-dealers and their associated persons when making recommendations to retail customers of any securities transaction or investment strategy involving securities that would require a broker-dealer to act in the best interest of the retail customer at the time the recommendation is made without placing the financial or other interest of the broker-dealer or its associated persons ahead of the interests of the retail customer.

In May 2016, U.S. regulators, including the Federal Reserve Board, jointly re-proposed a rule regarding incentive compensation paid by covered financial institutions, including the U.S. operations of FBOs such as the Issuer. The proposed rule would prohibit incentive compensation that encourages inappropriate risks by providing excessive compensation or that could lead to material financial loss and impose enhanced requirements for senior executive officers and significant risk-takers. The proposed rule would also impose governance and compliance requirements.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the Terms and Conditions of the Notes which, upon issue, will represent the terms and conditions applicable to all the Notes, and, subject to completion and amendment, will be endorsed on each Note Certificate (if issued) and will (subject to the provisions thereof) apply to each Global Certificate representing the Notes.

1. Introduction

1.1 ***Notes***: The Undated Deeply Subordinated Additional Tier 1 Fixed Rate Resettable Callable Notes (the "**Notes**", which expression shall in these Conditions, unless the context otherwise requires, include any further notes issued pursuant to Condition 18 (*Further Issues and consolidation*) and forming a single series with the Notes) are issued by Société Générale (the "**Issuer**").

1.2 ***Agency Agreement***: The Notes will be issued subject to an agency agreement to be dated on or about October 4, 2018 (as supplemented, amended and/or replaced from time to time, the "**Agency Agreement**") between the Issuer, U.S. Bank National Association as fiscal agent (the "**Fiscal Agent**"), paying agent (the "**Paying Agent**", and together with the Fiscal Agent, the "**Paying Agents**"), calculation agent (the "**Calculation Agent**"), registrar (the "**Registrar**") and transfer agent (the "**Transfer Agent**", and together with the Paying Agents, Calculation Agent and the Registrar, the "**Agents**"). References to "Fiscal Agent", "Paying Agents", "Calculation Agent", "Registrar" and "Transfer Agent" shall include any substitute or additional fiscal agents, paying agents, calculation agents, registrars or transfer agents, as the case may be, appointed in accordance with the Agency Agreement. The Agency Agreement is available for inspection during usual business hours at the registered office of the Issuer. Noteholders are deemed to have notice of those provisions applicable to them of the Agency Agreement.

2. Definitions and Interpretation

2.1 ***Definitions***: In these Conditions, the following expressions have the following meanings:

"**5-year Mid-Swap Rate**" means, in relation to a Reset Interest Period and the Reset Rate of Interest Determination Date in relation to such Reset Interest Period:

(a) the mid-swap rate for U.S. dollar swaps with a term of five years which appears on the Screen Page as of 11:00 a.m. (New York City time) on such Reset Rate of Interest Determination Date; or

(b) if the 5-year Mid-Swap Rate does not appear on the Screen Page at such time on such Reset Rate of Interest Determination Date, the Reset Reference Bank Rate on such Reset Rate of Interest Determination Date;

"**5-year Mid-Swap Rate Quotations**" means the arithmetic mean of the bid and offered rates for the semi-annual fixed leg (calculated on a 30/360 (as defined in the definition of Day Count Fraction below) day count basis) of a fixed-for-floating U.S. dollar interest rate swap transaction which:

(a) has a term of five years commencing on the relevant Reset Date;

(b) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market; and

(c) has a floating leg based on 3-month U.S. dollar LIBOR (or in the event that LIBOR has been discontinued such other successor benchmark rate as the financial industry shall have accepted as a successor or substitute rate) (calculated on an Actual/360 day count basis);

"**Actual/360**" means the actual number of days in the relevant period divided by 360;

"**Additional Tier 1 Capital**" has the meaning given to it (or, if no longer used, any equivalent or successor term) in the Relevant Rules;

"**Additional Tier 1 Instruments**" means instruments of the Issuer as defined in Article 52 of the Capital Requirements Regulation which are treated as such by the then current requirements of the

Regulator, and as amended by Part 10 of the Capital Requirements Regulation (Article 484 *et seq.* on grandfathering);

"**Alignment Event**" will be deemed to have occurred if, as a result of a change or amendment in the regulatory classification of the Notes under the Relevant Rules at any time after the Issue Date, the Issuer would be able to issue a capital instrument qualifying as Additional Tier 1 Capital that contains one or more provisions that are, in the reasonable opinion of the Issuer, different in any material respect from those in the Conditions, which provisions, if they had been included in the Conditions, would have prevented the Notes from qualifying as Additional Tier 1 Capital immediately prior to such change in the Relevant Rules.

"**BRRD**" means the Directive 2014/59/EU dated May 15, 2014 of the European Parliament and of the Council establishing a framework for the recovery and resolution of credit institutions and investment firms, as amended or replaced from time to time;

"**Business Day**" means 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 New York City, London and Paris;

"**Capital Event**" means at that time that, by reason of a change in the regulatory classification of the Notes under the Relevant Rules that was not reasonably foreseeable by the Issuer at the Issue Date, the Notes are fully or partially excluded from the Tier 1 Capital of the Issuer. For the avoidance of doubt, a reduction in the amount of the Notes which are recognized as Additional Tier 1 Capital as a result of a change in the regulatory assessment of the minimum amount of Common Equity Tier 1 capital that would be generated if the principal amount of the Notes were fully written down, in accordance with Article 54(3) of the Capital Requirements Regulation, shall not constitute a Capital Event;

"**Capital Ratio Event**" has the meaning given to it in Condition 7.1 (*Loss Absorption*);

"**Capital Requirements Directive**" means the Directive 2013/36/EU of the European Parliament and of the Council on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms dated June 26, 2013 and published in the Official Journal of the European Union on June 27, 2013, as amended or replaced from time to time;

"**Capital Requirements Regulation**" means the Regulation (EU No. 575/2013) of the European Parliament and of the Council on prudential requirements for credit institutions and investment firms dated June 26, 2013 and published in the Official Journal of the European Union on June 27, 2013, as amended or replaced from time to time;

"**Certificates**" has the meaning given to it in Condition 3 *(Form and Denomination)*;

"**Common Equity Tier 1 capital**" has the meaning given to it (or, if no longer used, any equivalent or successor term) in the Relevant Rules;

"**Common Equity Tier 1 capital ratio**" means the Common Equity Tier 1 capital of the Group expressed as a percentage of its total risk exposure amount (as calculated in accordance with the Relevant Rules and using the definition of the prudential scope of consolidation as defined in the Relevant Rules) or such other meaning given to it (or any equivalent or successor term) in the Relevant Rules;

"**Common Equity Tier 1 Instrument**" has the meaning given to it (or, if no longer used, any equivalent or successor term) in the Relevant Rules;

"**Consolidated Net Income**" means the consolidated net income (excluding minority interests) of the Issuer, as calculated and set out in the last audited annual consolidated accounts of the Issuer adopted by the Issuer's shareholders' general meeting;

"**CRD**" means the Capital Requirements Directive and the Capital Requirements Regulation;

"**Current Principal Amount**" means in respect of each Note, at any time, the outstanding principal amount of such Note being the Original Principal Amount of such Note as such amount may be reduced, on one or more occasions, pursuant to the application of the loss absorption mechanism and/or reinstated on one or more occasions following a Return to Financial Health, as the case may be, as such terms are defined in, and pursuant to, Conditions 7.1 (*Loss Absorption*) and 7.3 (*Return to Financial Health*), respectively;

"**Day Count Fraction**" means, in respect of the calculation of an amount for any period of time (the "**Calculation Period**"), "30/360" which means the number of days in the Calculation 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 Calculation Period falls;

"**Y2**" is the year, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**M1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M2**" is the calendar month, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**D1**" is the first calendar day, expressed as a number, of the Calculation 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 Calculation Period, unless such number would be 31 and D1 is greater than 29, in which case D2 will be 30;

"**Deeply Subordinated Obligations**" means direct, unconditional, unsecured and deeply subordinated obligations (*engagements subordonnés de dernier rang*) of the Issuer, including the Notes;

"**Discretionary Temporary Write-Down Instrument**" means at any time any instrument (other than the Notes and the Issuer Shares) issued directly or indirectly by the Issuer which at such time (a) qualifies as Tier 1 Capital of the Group; (b) has had all or some of its principal amount written down; (c) has terms providing for a reinstatement of its principal amount upon a Return to Financial Health at the Issuer's discretion; and (d) is not subject to any transitional arrangements under CRD;

"**Distributable Items**" means (subject as otherwise defined in the Relevant Rules from time to time), in relation to an Interest Amount and/or any additional amounts payable pursuant to Condition 10.1 (*Gross up*) otherwise scheduled to be paid on an Interest Payment Date, the amount of the profits of the Issuer at the end of the financial year immediately preceding that Interest Payment Date plus (a) any profits brought forward and reserves available for that purpose before distributions to holders of the Issuer's own funds instruments (not including, for the avoidance of doubt, any Tier 2 instruments) less (b) any losses brought forward, profits which are non-distributable pursuant to provisions in legislation or the Issuer's by-laws and sums placed to non-distributable reserves, in each case in respect of such financial year, in accordance with the French *Code de Commerce*, those profits, losses and reserves being determined on the basis of the individual accounts of the Issuer and not on the basis of its consolidated accounts;

"**EBA**" means the European Banking Authority or any successor or replacement thereof;

"**First Call Date**" means October 4, 2023;

"**Gross-Up Event**" has the meaning given to it in paragraph (c) of Condition 8.4 (*Optional redemption upon the occurrence of a Tax Event*);

"**Group**" means the Issuer and its consolidated Subsidiaries;

"**Initial Period**" means the period from (and including) the Issue Date to (but excluding) the First Call Date;

"**Initial Rate of Interest**" has the meaning given to it in Condition 6.4 (*Interest to (but excluding) the First Call Date*);

"**Interest Amount**" means the amount of interest payable on each Note for any Interest Period and "**Interests Amounts**" means, at any time, the aggregate of all Interest Amounts payable at such time;

"**Interest Payment Date**" means April 4 and October 4 in each year, commencing on April 4, 2019;

"**Interest Period**" means each period beginning on (and including) the Issue Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date;

"**Investment Bank Certificate**" means a certificate signed by a representative of an independent investment bank of international standing stating that in the opinion of such investment bank the changes determined by the Issuer pursuant to a substitution or variation of the Notes under Condition 8.7 (*Substitution and variation*) will result in the Qualifying Notes having terms not materially less favorable to the Noteholders than the terms of the Notes on issue;

"**Issue Date**" means October 4, 2018;

"**Issuer Call Date(s)**" means each of the First Call Date and any Reset Date thereafter;

"**Issuer Shares**" means any classes of share capital or other equity securities issued by the Issuer (including, but not limited to, *actions de préférence* (preference shares));

"**Loss Absorbing Instrument**" means at any time any instrument (other than the Notes and the Issuer Shares) issued directly or indirectly by the Issuer which at such time: (a) qualifies as Tier 1 Capital of the Group; and (b) which also permits that all or some of its principal amount may be written down or converted into Common Equity Tier 1 Instruments (in accordance with its conditions or otherwise) on the occurrence, or as a result, of the Issuer's Common Equity Tier 1 capital ratio falling below a particular trigger level on a consolidated basis;

"**Loss Absorption Effective Date**" has the meaning given to it in Condition 7.1 (*Loss Absorption*);

"**Loss Absorption Event**" has the meaning given to it in Condition 7.1 (*Loss Absorption*);

"**Loss Absorption Notice**" has the meaning given to it in Condition 7.2 (*Consequences of a Loss Absorption Event*);

"**Margin**" means 4.302%;

"**Maximum Distributable Amount**" means any maximum distributable amount relating to the Issuer required to be calculated in accordance with the Capital Requirements Directive (or, as the case may be, any provision of French law implementing the Capital Requirements Directive);

"**Maximum Write-Up Amount**" has the meaning given to it in Condition 7.3 (*Return to Financial Health*);

"**Noteholder**" has the meaning given to it in Condition 4.2 *(Register)*;

"**Original Principal Amount**" means, in respect of each Note, the amount of the denomination of such Note on the Issue Date, not taking into account any Write-Down or Reinstatement pursuant to Conditions 7.1 (*Loss Absorption*) and 7.3 (*Return to Financial Health*);

"**Payment Business Day**" means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in (a) the relevant place of presentation for payment of any Note and (b) New York City;

"**Person**" means any individual, company, corporation, firm, partnership, joint venture, association, organization, state or agency of a state or other entity, whether or not having separate legal personality;

"**Qualifying Notes**" means, at any time, any securities (other than the Notes) issued directly or indirectly by the Issuer:

(a) that:

(i) contain terms which at such time comply with the then current requirements of the Regulator in relation to Additional Tier 1 Capital (which, for the avoidance of doubt, may result in such securities not including, or restricting for a period of time the application of, one or more of the Special Event redemption events which are included in the Notes);

(ii) carry the same rate of interest, including for the avoidance of doubt any rate of interest reset provisions, from time to time applying to the Notes prior to the relevant substitution or variation pursuant to Condition 8.7 (*Substitution and variation*);

(iii) rank *pari passu* with the Notes prior to the substitution or variation pursuant to Condition 8.7 (*Substitution and variation*); and

(iv) shall not at such time be subject to a Special Event,

and, other than in respect of the effectiveness and enforceability of Condition 15 (*Acknowledgment of Bail-In Power and Statutory Write-down or Conversion*), have terms not otherwise materially less favorable to the Noteholders than the terms of the Notes, as reasonably determined by the Issuer, and provided that the Issuer shall have delivered a certificate to that effect signed by two (2) of its duly authorized representatives and an Investment Bank Certificate to the Fiscal Agent (and copies of which will be available at the Fiscal Agent's Specified Office during its normal business hours) not less than five (5) Business Days prior to (A) in the case of a substitution of the Notes pursuant to Condition 8.7 (*Substitution and variation*), the issue date of the relevant securities or (B) in the case of a variation of the Notes pursuant to Condition 8.7 (*Substitution and variation*), the date such variation becomes effective;

(b) that if (i) the Notes were listed or admitted to trading on a Regulated Market immediately prior to the relevant substitution or variation, are listed or admitted to trading on a Regulated Market or (ii) if the Notes were listed or admitted to trading on a recognized stock exchange other than a Regulated Market immediately prior to the relevant substitution or variation, are listed or admitted to trading on any recognized stock exchange (including, without limitation, a Regulated Market), in either case as selected by the Issuer; and

(c) that if the Notes which have been substituted or varied pursuant to Condition 8.7 (*Substitution and variation*) had a solicited published rating from a rating agency immediately prior to such substitution or variation, each such rating agency has ascribed, or has announced its intention to ascribe, a published rating to the relevant Notes.

"**Rate of Interest**" means:

(a) in the case of each Interest Period falling in the Initial Period, the Initial Rate of Interest; or

(b) in the case of each Interest Period thereafter, the Reset Rate of Interest in respect of the Reset Interest Period in which such Interest Period falls, as determined by the Calculation Agent in accordance with Condition 6 (*Interest*);

"**Record Date**" has the meaning given to it in Condition 9.5 (*Record Date)*;

"**Redemption Amount**" means, in respect of any Note at any time, its then Current Principal Amount and "**Redemption Amounts**" at any time means the aggregate of all the Current Principal Amounts of all of the Notes then outstanding together;

"**Register**" has the meaning given to it in Condition 4.2 *(Register)*;

"**Regulated Market**" means a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2014/65/EU) as amended or replaced from time to time;

"**Regulator**" means the European Central Bank and any successor or replacement thereto, or other authority having primary responsibility for the prudential oversight and supervision of the Issuer;

"**Reinstatement**" has the meaning given to it in Condition 7.3 (*Return to Financial Health*);

"**Relevant Date**" means, in relation to any payment, whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received by the Fiscal Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders in accordance with Condition 19 (*Notices*);

"**Relevant Rules**" means at any time the laws, regulations, requirements, guidelines and policies relating to capital adequacy then in effect in France applicable to the Group including, without limitation to the generality of the foregoing, those regulations, requirements, guidelines and policies relating to capital adequacy then in effect of, and as applied by, the Regulator;

"**Reset Date**" means the First Call Date and every date which falls five years, or a multiple of five years, after the First Call Date;

"**Reset Interest Period**" means each period from (and including) any Reset Date and ending on (but excluding) the next Reset Date;

"**Reset Rate of Interest**" means, in relation to a Reset Interest Period, the sum of: (a) the 5-year Mid-Swap Rate in relation to that Reset Interest Period; and (b) the Margin;

"**Reset Rate of Interest Determination Date**" means, in relation to a Reset Interest Period, the day falling two U.S. Government Securities Business Days prior to the Reset Date on which such Reset Interest Period commences;

"**Reset Reference Bank Rate**" means, in relation to a Reset Interest Period and the Reset Rate of Interest Determination Date in relation to such Reset Interest Period, the percentage rate determined on the basis of the 5-year Mid-Swap Rate Quotations provided by the Reset Reference Banks to the Calculation Agent at approximately 12:00 noon (New York City time) on such Reset Rate of Interest Determination Date. If at least three quotations are provided, the Reset Reference Bank Rate will be the arithmetic mean of the quotations provided, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If only two quotations are provided, the Reset Reference Bank Rate will be the arithmetic mean of the quotations provided. If only one quotation is provided, the Reset Reference Bank Rate will be the quotation provided. If no quotations are provided, the Reset Reference Bank Rate for the relevant Reset Interest Period will be the last 5-year Mid-Swap Rate available on the relevant Screen Page as determined by the Calculation Agent;

"**Reset Reference Banks**" means six leading swap dealers in the New York City interbank market selected by the Calculation Agent (excluding any Agent or any of its affiliates) after consultation with the Issuer;

"**Return to Financial Health**" has the meaning given to it in Condition 7.3 (*Return to Financial Health*);

"**Screen Page**" means Reuters screen "ISDAFIX1" or such other page as may replace it on Reuters or, as the case may be, on such other information service that may replace Reuters, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the purpose of displaying rates comparable to the 5-year Mid-Swap Rate;

"**Special Event**" means a Tax Event and/or a Capital Event, as applicable;

"**Specified Office**" has the meaning given to such term in the Agency Agreement;

"**Subordinated Obligations**" means direct, unconditional, unsecured and subordinated obligations of the Issuer which rank and will rank in priority to any *prêts participatifs* granted to the Issuer, any *titres participatifs* issued by the Issuer and any Deeply Subordinated Obligations;

"**Subsidiary**" means, in relation to any Person (the "**first Person**") at any particular time, any other Person (the "**second Person**"):

(a) whose affairs and policies the first Person controls or has the power to control, whether by ownership of share capital, contract, the power to appoint or remove members of the governing body of the second Person or otherwise; or

(b) whose financial statements are, in accordance with applicable law and generally accepted accounting principles, consolidated with those of the first Person;

"**Tax Deductibility Event**" has the meaning given to it in paragraph (a) of Condition 8.4 (*Optional redemption upon the occurrence of a Tax Event*);

"**Tax Event**" means a Tax Deductibility Event, a Withholding Tax Event and/or a Gross-Up Event, as the case may be;

"**Tier 1 Capital**" has the meaning given to it (or, if no longer used, any equivalent or successor term) in the Relevant Rules;

"**Tier 1 Subordinated Notes**" means direct, unconditional, unsecured and deeply subordinated debt obligations of the Issuer issued pursuant to the provisions of Article L. 228-97 of the French *Code de Commerce*, eligible as consolidated *fonds propres additionnels de catégorie 1* for the Issuer, which rank *pari passu* among themselves and with the Notes and junior to any *prêts participatifs* granted to the Issuer, any *titres participatifs* issued by the Issuer, any Subordinated Obligations and any Unsubordinated Obligations but in priority to Issuer Shares;

"**Unsubordinated Obligations**" means direct, unconditional, unsecured and unsubordinated obligations of the Issuer (including, for the avoidance of doubt, any such obligations of the Issuer ranking as senior non-preferred obligations as provided for in Article L. 613-30-3-I-4° of the French *Code monétaire et financier*) which rank and will rank in priority to Subordinated Obligations;

"**U.S. Government Securities Business Day**" means any day except for a Saturday, Sunday or a day on which the U.S. Securities Industry and Financial Markets Association (or any successor thereto) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities;

"**Withholding Tax Event**" has the meaning given to it in paragraph (b) of Condition 8.4 (*Optional redemption upon the occurrence of a Tax Event*);

"**Write-Down**" has the meaning given to it in Condition 7.1 (*Loss Absorption*);

"**Write-Down Amount**" has the meaning given to it in Condition 7.1 (*Loss Absorption*);

"**Written Down**" has the meaning given to it in Condition 7.1 (*Loss Absorption*); and

"**Written-Down Additional Tier 1 Instrument**" means at any time any instrument (including the Notes) issued directly or indirectly by the Issuer which qualifies as Additional Tier 1 Capital of the Group and which, immediately prior to the relevant Reinstatement at that time, has a current principal amount that is lower than the principal amount it was issued with.

2.2 ***Interpretation***: In these Conditions:

(a) any reference to principal shall be deemed to include the Redemption Amount and any other amount in the nature of principal payable pursuant to these Conditions;

(b) any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 10 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Conditions;

(c) references to Notes being "outstanding" shall be construed in accordance with the Agency Agreement; and

(d) any reference to a numbered "Condition" shall be to the relevant Condition in these Conditions.

3. Form and Denomination

The Notes are issued in the specified denominations of USD 200,000 and integral multiples of USD 1,000 in excess thereof. The Notes are represented by registered certificates (the "**Certificates**") and each Certificate shall represent the entire holding of Notes by the same Noteholder.

4. Title, Registration and Transfer

4.1 ***Title***: Title to Notes will pass by and upon registration in the Register (as defined below). The Noteholder entered in the Register in respect of any Note shall (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing thereon or any notice of any previous loss or theft thereof) and no Person shall be liable for so treating such Noteholder.

4.2 ***Register***: The Issuer has appointed the Fiscal Agent at its office specified below to act as Registrar of the Notes. The Registrar will maintain a register (the "**Register**") in respect of the Notes, which the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement. In these Conditions, the "**Noteholder**" or "**Holder**" of a Note means any person in whose name such Note is for the time being registered in the Register (or, in the case of a joint holding, the first named thereof). A certificate (each a "**Note Certificate**") will be issued to each Noteholder in respect of its registered holding or holdings of Notes. Each Note Certificate will be numbered serially with an identifying number which will be recorded in the Register.

4.3 ***Transfers***: Subject to Conditions 4.6 and 4.7 below, a Note may be transferred in whole or in part (but, if it is in part, in an amount of not less than USD 200,000 and in multiples of USD 1,000 in excess thereof) upon surrender of the relevant Note Certificate, with the endorsed form of transfer (the "**Transfer Form**") duly completed, at the specified office of the Registrar or any Transfer Agent, together with such evidence as the Registrar or, as the case may be, such Transfer Agent may reasonably require to prove the title of the transferor and the authority of the persons who have executed the Transfer Form. Where not all the Notes represented by the surrendered Note Certificate are the subject of the transfer, a new Note Certificate in respect of the balance of the Notes will be issued to the transferor.

4.4 ***Registration and delivery of Note Certificates***: Subject to Conditions 4.6 and 4.7 below, within five (5) Business Days of the surrender of a Note Certificate in accordance with Condition 4.3 above, the Registrar will register the transfer in question and deliver a new Note Certificate of the same aggregate principal amount as the Notes transferred to each relevant Noteholder at its specified office or (as the case may be) the specified office of the Transfer Agent or (at the request and risk of any such relevant Noteholder) by uninsured first class mail (airmail if overseas) to the address specified for the purpose by such relevant Noteholder. In this paragraph, "**Business Day**" means a day on which commercial banks are open for business in the city where the Registrar or (as the case may be) the Transfer Agent has its specified office. Where some but not all the Notes in respect of which a Note Certificate is issued are to be transferred, a new Note Certificate in respect of the Notes not so transferred will, within five (5) Business Days of the surrender of the original Note Certificate in accordance with Condition 4.3 above, be mailed by uninsured first-class mail (airmail if overseas) at the request of the Noteholder not so transferred to the address of such Noteholder appearing on the Register.

4.5 ***No charge***: Registration or transfer of a Note will be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agents but against payment or such indemnity as the Registrar or (as the case may be) Transfer Agent may require in respect of any tax or other duty or governmental charge of whatsoever nature which may be levied or imposed in connection with such registration or transfer.

4.6 ***Closed periods***: Noteholders may not require transfers to be registered during the period beginning on the Record Date (as defined below) and ending on the due date for any payment of principal or interest in respect of the Notes.

4.7 ***Regulations concerning transfers and registration***: All transfers of Notes and entries on the Register are subject to the detailed regulations concerning the transfer of Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer with the prior written approval of the Registrar. A copy of the current regulations will be mailed (free of charge) by the Registrar to any Noteholder who requests in writing a copy of such regulations.

5. Status of the Notes

The Notes are deeply subordinated debt obligations of the Issuer issued pursuant to the provisions of Article L. 228-97 of the French *Code de Commerce*.

The obligations of the Issuer in respect of the Notes are direct, unconditional, unsecured and deeply subordinated obligations (*engagements subordonnés de dernier rang*) of the Issuer and rank and will rank *pari passu* without any preference among themselves and *pari passu* in the event of liquidation of the Issuer with any other present and future Tier 1 Subordinated Notes and any other Deeply Subordinated Obligations but shall be subordinated to present and future *prêts participatifs* granted to the Issuer and present and future *titres participatifs*, Subordinated Obligations and Unsubordinated Obligations of the Issuer.

In the event of liquidation of the Issuer, the Notes shall rank in priority to any payments to holders of Issuer Shares. In the event of incomplete payment of unsubordinated creditors and subordinated creditors ranking ahead of the claims of the Noteholders, the obligations of the Issuer in connection with the Notes will be terminated. The Noteholders shall be responsible for taking all steps necessary for the orderly accomplishment of any collective proceedings or voluntary liquidation in relation to any claims they may have against the Issuer.

6. Interest

6.1 ***Interest rate***: The Notes bear interest on their outstanding Current Principal Amount at the applicable Rate of Interest from (and including) the Issue Date. Interest shall be payable semi-annually in arrear on each Interest Payment Date commencing on April 4, 2019, subject in any case as provided in Condition 6.10 (*Cancellation of Interest Amounts*) and Condition 9 (*Payments*).

6.2 Notwithstanding the provisions set out in the definition of "5-year Mid-Swap Rate Quotations", (a) if the Issuer determines at any time prior to, on or following any Reset Rate of Interest Determination Date, that the 5-year Mid-Swap Rate or any component part thereof has been discontinued or (b) following the adoption of a decision to withdraw the authorization or registration of ICE Benchmark Administration (as set out in article 35 of the Benchmark Regulation) or of any other benchmark administrator previously authorized to publish the 5-year Mid-Swap Rate or any component part thereof under any applicable laws or regulations,

(i) the Issuer will as soon as reasonably practicable (and in any event prior to the next relevant Reset Rate of Interest Determination Date) appoint an agent (the "**5-year Mid-Swap Rate Determination Agent**"), which will determine in a commercially reasonable manner a substitute or successor rate for purposes of determining the 5-year Mid-Swap Rate on each Reset Rate of Interest Determination Date falling on such date or thereafter that is most comparable to the 5-year Mid-Swap Rate. If the 5-year Mid-Swap Rate Determination Agent determines that there is an industry accepted successor rate, the 5-year Mid-Swap Rate Determination Agent will use such substitute or successor rate to determine the 5-year Mid-Swap Rate. The 5-year Mid-Swap Rate Determination Agent may be (i) a leading bank or a broker-dealer in New York City (which may include one of the Initial Purchasers involved in the issue of the Notes) as appointed by the Issuer, (ii) the Issuer, (iii) an affiliate of the Issuer or (iv) the Calculation Agent, accepting such role.

(ii) If the 5-year Mid-Swap Rate Determination Agent has determined a substitute or successor rate in accordance with the foregoing (such rate, the "**Replacement 5-year Mid-Swap**

Rate"), for purposes of determining the 5-year Mid-Swap Rate on each Reset Rate of Interest Determination Date falling on or after such determination, the 5-year Mid-Swap Rate Determination Agent will also determine changes (if any) to the business day convention, the definition of business day, the interest determination date, the day count fraction, and any method for obtaining the Replacement 5-year Mid-Swap Rate, including any other change or adjustment needed to make such Replacement 5-year Mid-Swap Rate comparable to the 5-year Mid-Swap Rate, in each case in a manner that is consistent with industry-accepted practices for such Replacement 5-year Mid-Swap Rate and any published guidance from relevant associations involved in the establishment of market standards and/or protocols in the international debt capital markets that the 5-year Mid-Swap Rate Determination Agent considers relevant for such Replacement 5-year Mid-Swap Rate;

(iii) references to the 5-year Mid-Swap Rate in the Terms and Conditions will be deemed to be references to the Replacement 5-year Mid-Swap Rate, including any related changes and adjustments described in (ii) above. The determination of the Replacement 5-year Mid-Swap Rate and such related changes and adjustments, by the 5-year Mid-Swap Rate Determination Agent will (in the absence of manifest error) be final and binding on the Issuer, the Calculation Agent, the Paying Agents, the Noteholders and any other person (and such parties shall not have any responsibility or liability for the Replacement 5-year Mid-Swap Rate selected by the 5-year Mid-Swap Rate Determination Agent). For the avoidance of doubt, each Noteholder shall be deemed to have accepted the Replacement 5-year Mid-Swap Rate and such related changes and adjustments pursuant to this paragraph 6.2.

(iv) as soon as reasonably practicable, the 5-year Mid-Swap Rate Determination Agent will notify the Issuer of the foregoing and the Issuer will give notice to the Noteholders and the Paying Agents specifying the Replacement 5-year Mid-Swap Rate, as well as the details described in (ii) above.

If (i) the 5-year Mid-Swap Rate Determination Agent determines that the 5-year Mid-Swap Rate or any component part thereof has been discontinued, or a decision has been adopted to withdraw the authorization or registration of ICE Benchmark Administration (as set out in article 35 of the Benchmark Regulation) or of any other benchmark administrator previously authorized to publish the 5-year Mid-Swap Rate or any component part thereof under any applicable laws or regulations, but for any reason a Replacement 5-year Mid-Swap Rate has not been or cannot be determined prior to the next relevant Reset Rate of Interest Determination Date, or (ii) the Issuer determines that the replacement of the 5-year Mid-Swap Rate with the Replacement 5-year Mid-Swap Rate or any other amendment to the Terms and Conditions of the Notes necessary to implement such replacement would result in the aggregate outstanding nominal amount of the Notes being fully or partially excluded from the Tier 1 Capital of the Issuer or being reclassified as a lower quality form of own funds of the Issuer, then the Issuer may decide that no Replacement 5-year Mid-Swap Rate will be adopted and, in such case, the 5-year Mid-Swap Rate for the relevant Reset Interest Period will be equal to the last 5-year Mid-Swap Rate available on the Screen Page as determined by the Paying Agents.

6.3 ***Accrual of interest***: Each Note will cease to bear interest from the due date for redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 6 (as well after as before judgment) until whichever is the earlier of:

(a) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder; and

(b) the day which is seven (7) days after the Fiscal Agent has notified the Noteholders in accordance with Condition 19 (*Notices*) that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

6.4 ***Interest to (but excluding) the First Call Date****:* The Rate of Interest for each Interest Period falling in the Initial Period will be 7.375% per annum (the "**Initial Rate of Interest**").

6.5 ***Interest from (and including) the First Call Date***: The Rate of Interest for each Interest Period from (and including) the First Call Date will be the Reset Rate of Interest in respect of the Reset Interest Period in which such Interest Period falls.

6.6 ***Determination of Reset Rate of Interest in relation to a Reset Interest Period***: The Calculation Agent will, as soon as practicable after 12:00 noon (New York City time) on each Reset Rate of Interest Determination Date in relation to a Reset Interest Period, determine the Reset Rate of Interest for such Reset Interest Period.

6.7 ***Publication of Reset Rate of Interest***: With respect to each Reset Interest Period, the Calculation Agent will cause the relevant Reset Rate of Interest to be notified to the Paying Agents and each listing authority, stock exchange and/or quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation as soon as practicable after such determination but in any event not later than the relevant Reset Date. Notice thereof shall also promptly be given to the Noteholders in accordance with Condition 19 (*Notices*).

6.8 ***Calculation of Interest Amount***: The amount of interest payable in respect of a Note for any period shall be calculated by the Calculation Agent:

(a) applying the applicable Rate of Interest to the Current Principal Amount of such Note;

(b) multiplying the product thereof by the Day Count Fraction; and

(c) rounding the resulting figure to the nearest cent (half a cent being rounded upwards).

6.9 ***Notifications, etc.***: All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 6 by the Calculation Agent will (in the absence of manifest error) be binding on the Issuer, the Agents, the Noteholders and (subject as aforesaid) no liability to any such Person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

6.10 ***Cancellation of Interest Amounts***

The Issuer may elect at its full discretion to cancel (in whole or in part) the Interest Amount otherwise scheduled to be paid on any Interest Payment Date notwithstanding it has Distributable Items or the Maximum Distributable Amount is greater than zero. The Issuer will cancel the payment of an Interest Amount (in whole or, as the case may be, in part) if the Regulator notifies the Issuer that, in its sole discretion, it has determined that the Interest Amount (in whole or in part) should be cancelled pursuant to Article 104(1)(i) of the Capital Requirements Directive.

If and to the extent that the Interest Amounts payable on any Interest Payment Date falling in any financial year, when aggregated together with distributions on all other own funds instruments (not including, for the avoidance of doubt, any Tier 2 instruments) and any additional amounts payable in accordance with Condition 10.1 (*Gross up*) scheduled for payment in such financial year, exceed the amount of Distributable Items, the Issuer will cancel the payment (in whole or, as the case may be, in part) of such excess amounts.

In addition and to the extent required by the Relevant Rules, Interest Amounts will only be paid (in whole or, as the case may be, in part) if and to the extent that such payment would not cause, when aggregated together with other distributions of the kind referred to in Article 141(2) of the Capital Requirements Directive, the Maximum Distributable Amount (if any) then applicable to the Issuer to be exceeded.

Notice of any cancellation of payment of a scheduled Interest Amount must be given to the Noteholders (in accordance with Condition 19 (*Notices*)) and the Fiscal Agent as soon as possible, but not more than sixty (60) calendar days, prior to the relevant Interest Payment Date (provided that any failure to give such notice shall not affect the cancellation of any such Interest Amount in whole or in part by the Issuer and shall not constitute a default on the part of the Issuer for any purpose). For the avoidance of doubt (i) the cancellation of any Interest Amount (or part thereof) in accordance with this Condition 6.10 shall not constitute a default on the part of the Issuer for any purpose and (ii)

interest payments shall not accrue or accumulate and any Interest Amount (or part thereof) so cancelled shall be cancelled definitively and no payments shall be made nor shall any Noteholder be entitled to any payment or indemnity in respect thereof at any time thereafter.

7. Loss Absorption and Return to Financial Health

7.1 *Loss Absorption*

If a Capital Ratio Event occurs, the Issuer shall immediately notify the Regulator of the occurrence of the Capital Ratio Event and, within one month from the occurrence of the relevant Capital Ratio Event, irrevocably and mandatorily (without the need for the consent of the Noteholders) reduce the then Current Principal Amount of each Note by the relevant Write-Down Amount (the date of such reduction being the "**Loss Absorption Effective Date**", and such reduction being referred to as a "**Write-Down**", and "**Written Down**" being construed accordingly) (a "**Loss Absorption Event**") *pro rata* with the other Notes and any Loss Absorbing Instruments (with a similar loss absorption mechanism to the Notes).

A "**Capital Ratio Event**" will be deemed to occur if, at any time, the Issuer's Common Equity Tier 1 capital ratio falls below 5.125% on a consolidated basis; whether a Capital Ratio Event has occurred at any time shall be determined by the Issuer, the Regulator or any agent appointed for such purpose by the Regulator.

"**Write-Down Amount**" means, on any Loss Absorption Effective Date, the amount rounded to the nearest cent (half a cent being rounded downwards) by which the then Current Principal Amount of each outstanding Note is to be Written Down on such date, which shall be equal to the lower of:

(i) the amount (together with the Write-Down of the other Notes and, subject as provided below, the pro rata write-down or, as the case may be, the conversion (concurrently or substantially concurrently) of any Loss Absorbing Instruments) that would be sufficient to cure the Capital Ratio Event; provided that, with respect to each Loss Absorbing Instrument, if any, such pro rata write-down and/or conversion is only taken into account to the extent required to restore the Issuer's Common Equity Tier 1 capital ratio (on a consolidated basis) to the lower of (a) such Loss Absorbing Instrument's trigger level and (b) the trigger level in respect of which a Capital Ratio Event has occurred and in each case in accordance with the terms of the relevant Loss Absorbing Instruments and the Relevant Rules; or

(ii) the amount necessary to reduce the Current Principal Amount of the Note to one cent.

Any Loss Absorbing Instrument that may be written down or converted to shares and other instruments of ownership in full but not in part (save for any one cent floor) shall be treated as if its terms permitted partial write-down or conversion into shares and other instruments of ownership, only for the purposes of determining the relevant pro rata amounts in the operation of Write-Down and calculation of the Write-Down Amount.

For the avoidance of doubt, to the extent that the write-down or conversion of any Loss Absorbing Instruments is not effective for any reason (i) the ineffectiveness of any such write-down or conversion shall not prejudice the requirement to effect a Write-Down of the Notes, and (ii) the write-down or conversion of any Loss Absorbing Instrument which is not effective shall not be taken into account in determining the Write-Down Amount of the Notes.

Any Write-Down of the Notes shall not constitute any event of default or a breach of the Issuer's obligations or duties or failure to perform by the Issuer in any manner whatsoever and shall not entitle Noteholders to petition for the insolvency or dissolution of the Issuer.

7.2 *Consequences of a Loss Absorption Event*

A Loss Absorption Event may occur on more than one occasion and the Notes may be Written Down on more than one occasion. For the avoidance of doubt, the principal amount of a Note may never be reduced to below one cent.

The Issuer shall provide as soon as reasonably practicable after a Capital Ratio Event occurs, a Loss Absorption Notice (as defined below) to the Noteholders (in accordance with Condition 19 (*Notices*)) and the Fiscal Agent, provided that any failure to provide such Loss Absorption Notice shall not prevent, or otherwise impact the exercise of the Write-Down of the Notes.

The Issuer shall also procure that:

(a) a similar notice is, or has been, given in respect of other Loss Absorbing Instruments (in accordance with their terms); and

(b) the principal amount of Loss Absorbing Instruments outstanding with a similar loss absorption mechanism (if any) is written down on a *pro rata* basis with the Current Principal Amount of the Notes.

"**Loss Absorption Notice**" means a notice which specifies that a Capital Ratio Event has occurred, the date of such occurrence, the Loss Absorption Effective Date and the Write-Down Amount. Any Loss Absorption Notice must be accompanied by a certificate signed by two duly authorized representatives of the Issuer stating that the relevant Capital Ratio Event has occurred and setting out the method of calculation of the relevant Write-Down Amount.

7.3 ***Return to Financial Health***

Subject to compliance with the Relevant Rules, if a positive Consolidated Net Income is recorded at any time while the Current Principal Amount is less than the Original Principal Amount (a "**Return to Financial Health**"), the Issuer may, at its full discretion and subject to the Maximum Distributable Amount, if any (when the amount of the relevant Reinstatement (as defined below) is aggregated together with other distributions of the kind referred to in Article 141(2) of the Capital Requirements Directive) not being exceeded thereby, increase the Current Principal Amount of each Note (a "**Reinstatement**") up to a maximum of the Original Principal Amount, on a *pro rata* basis with the other Notes and with any other Discretionary Temporary Write-Down Instruments, provided that the sum of:

(a) the aggregate amount of the relevant Reinstatement (together with the aggregate amount of all previous Reinstatements (if any) since the end of the previous financial year) on all the Notes;

(b) the aggregate amount of any Interest Amounts (or portion of an Interest Amount) on the Notes that were calculated or paid on the basis of a Current Principal Amount lower than the Original Principal Amount at any time after the end of the previous financial year;

(c) the aggregate amount of the relevant reinstatement principal on all Discretionary Temporary Write-Down Instruments effected at the same time as the relevant Reinstatement or effected since the end of the previous financial year); and

(d) the aggregate amount of any interest on such Discretionary Temporary Write-Down Instruments that were calculated or paid on the basis of a prevailing principal amount that is lower than the original principal amount at which such Discretionary Temporary Write-Down Instruments were issued at any time after the end of the previous financial year,

does not exceed the Maximum Write-Up Amount.

The "**Maximum Write-Up Amount**" means the Consolidated Net Income multiplied by the aggregate issued principal amount of all Written-Down Additional Tier 1 Instruments then outstanding, divided by the total Tier 1 Capital of the Issuer as at the date of the relevant Reinstatement.

The Issuer will not reinstate the principal amount of any Discretionary Temporary Write-Down Instruments unless it does so on a *pro rata* basis with a Reinstatement of the Notes.

Reinstatement may be made on one or more occasions in accordance with this Condition 7.3 rounded on each occasion to the nearest cent (half a cent being rounded upwards) until the Current Principal

Amount of the Notes has been reinstated up to the Original Principal Amount (save in the event of occurrence of another Loss Absorption Event).

Any decision by the Issuer to effect or not to effect any Reinstatement pursuant to this Condition 7.3 on any occasion shall not preclude it from effecting or not effecting any Reinstatement on any other occasion pursuant to this Condition 7.3.

If the Issuer decides to effect a Reinstatement pursuant to this Condition 7.3, notice of any Return to Financial Health and the amount of Reinstatement (as a percentage of the Original Principal Amount of a Note) shall be given to the Noteholders in accordance with Condition 19 (*Notices*) and to the Fiscal Agent. Such notice shall be given at least (7) seven Business Days prior to the date on which the relevant Reinstatement becomes effective.

8. Redemption and Purchase

The Notes may not be redeemed otherwise than in accordance with this Condition 8.

8.1 ***No fixed redemption or maturity date***: The Notes are undated perpetual obligations in respect of which there is no fixed redemption or maturity date.

8.2 ***Issuer call option***: The Issuer may, at its option (but subject to the provisions of Condition 8.8 (*Conditions to redemption, substitution, variation, purchase or cancellation*)), having given no less than 30 nor more than 45 calendar days' prior notice to the Noteholders (in accordance with Condition 19 (*Notices*)) and the Fiscal Agent, redeem all, but not some only, of the outstanding Notes on the relevant Issuer Call Date(s) at the relevant Redemption Amount, together with accrued interest (if any) thereon.

8.3 ***Optional redemption upon the occurrence of a Capital Event***: Upon the occurrence of a Capital Event, the Issuer may, at its option (but subject to the provisions of Condition 8.8 (*Conditions to redemption, substitution, variation, purchase or cancellation*)) at any time and having given no less than 30 nor more than 45 calendar days' prior notice to the Noteholders (in accordance with Condition 19 (*Notices*)) and the Fiscal Agent, redeem all, but not some only, of the Notes then outstanding at the relevant Redemption Amount, together with accrued interest (if any) thereon.

8.4 ***Optional redemption upon the occurrence of a Tax Event***

(a) If by reason of any change in the laws or regulations of the Republic of France, or any political subdivision therein or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations becoming effective on or after the Issue Date, the tax regime applicable to any interest payment under the Notes is modified and such modification results in the amount of the interest payable by the Issuer under the Notes that is tax-deductible by the Issuer for French corporate income tax (*impôts sur les bénéfices des sociétés*) purposes being reduced (a "**Tax Deductibility Event**"), the Issuer may, at its option, (but subject to the provisions of Condition 8.8 (*Conditions to redemption, substitution, variation, purchase or cancellation*) at any time, and having given no less than 30 nor more than 45 calendar days' prior notice to the Noteholders (in accordance with Condition 19 (*Notices*)) and the Fiscal Agent, redeem all, but not some only, of the Notes then outstanding at the Redemption Amount together with accrued interest (if any) thereon, provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable date on which the Issuer could make such payment with interest payable being tax deductible for French corporate income tax (*impôts sur les bénéfices des sociétés*) purposes to the same extent as it was at the Issue Date.

(b) If by reason of a change in the laws or regulations of the Republic of France, or any political subdivision therein or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations becoming effective on or after the Issue Date, the Issuer would on the occasion of the next payment of interest due in respect of the Notes, not be able to make such payment without having to pay additional amounts as specified under Condition 10 (*Taxation*) (a "**Withholding Tax Event**"), the Issuer may, at its option, (but subject to the provisions of Condition 8.8 (*Conditions to redemption,*

substitution, variation, purchase or cancellation)) at any time, and having given no less than 30 nor more than 45 calendar days' prior notice to the Noteholders (in accordance with Condition 19 (*Notices*)) and the Fiscal Agent, redeem all, but not some only, of the Notes then outstanding at the Redemption Amount together with accrued interest (if any) thereon, provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable date on which the Issuer could make payment of interest without withholding for French taxes or, if such date has passed, as soon as practicable thereafter.

(c) If the Issuer would be prevented by French law from making payment to the Noteholders of the full amount then due and payable (including any additional amounts which would be payable in respect of interest payments pursuant to Condition 10 (*Taxation*) but for the operation of such French law) (a "**Gross-Up Event**"), then the Issuer may, at its option, (but subject to the provisions of Condition 8.8 (*Conditions to redemption, substitution, variation, purchase or cancellation*)) at any time, having given no less than ten (10) Business Days' prior notice to the Noteholders (in accordance with Condition 19 (*Notices*)) and the Fiscal Agent, redeem all, but not some only, of the Notes then outstanding at the Redemption Amount together with accrued interest (if any) thereon, provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable date on which the Issuer could make payment of the full amount of interest payable without withholding for French taxes or, if such date has passed, as soon as practicable thereafter.

8.5 ***Purchase***

The Issuer or any of its Subsidiaries may (but subject to the provisions of Condition 8.8 (*Conditions to redemption, substitution, variation, purchase or cancellation*)) purchase the Notes in the open market or otherwise and at any price in accordance with applicable laws and regulations.

Notes so purchased by or on behalf of the Issuer may be held and resold in accordance with applicable laws and regulations. The Issuer or any agent on its behalf shall have the right at all times to purchase the Notes for market making purposes, provided that the total principal amount of the Notes so purchased (together with the principal amount of any Notes previously so purchased) does not exceed the lower of (i) 10% of the principal amount of the Notes and (ii) 3% of the total amount of the then outstanding Additional Tier 1 Instruments.

8.6 ***Cancellation***: All Notes redeemed or purchased by or on behalf of the Issuer for cancellation in accordance with Condition 8.5 (*Purchase*) shall (subject to the provisions of Condition 8.8 (*Conditions to redemption, substitution, variation, purchase or cancellation*)) be cancelled.

All Notes so cancelled and the Notes purchased and cancelled pursuant to Condition 8.5 (*Purchase*) above shall be forwarded to the Fiscal Agent and cannot be reissued or resold and the rights and obligations of the Issuer and the Agents in respect of any such Notes shall be discharged.

8.7 ***Substitution and variation***

Subject to the provisions of Condition 8.8 (*Conditions to redemption, substitution, variation, purchase or cancellation*), having given no less than thirty (30) nor more than forty five (45) calendar days' prior notice to the Noteholders (in accordance with Condition 19 (*Notices*)) and the Fiscal Agent, if a Special Event or an Alignment Event has occurred and is continuing or in order to ensure the effectiveness and enforceability of Condition 15 (*Acknowledgment of Bail-In Power and Statutory Write-down or Conversion*), the Issuer may substitute all, but not some only, of the Notes, or vary the terms of all, but not some only, of the Notes, without any requirement for the consent or approval of the Noteholders, so that, or as long as, they become or remain Qualifying Notes.

Any such notice shall specify the relevant details of the manner in which such substitution or variation shall take effect and where the Noteholders can inspect or obtain copies of the new terms and conditions of the Notes. Such substitution or variation will be effected without any cost or charge to the Noteholders.

8.8 ***Conditions to redemption, substitution, variation, purchase or cancellation***

The Notes may only be redeemed, purchased, cancelled, substituted, varied or modified (as applicable) pursuant to Condition 8.2 (*General redemption option*), Condition 8.3 (*Optional redemption upon the occurrence of a Capital Event*), Condition 8.4 (*Optional redemption upon the occurrence of a Tax Event*), Condition 8.5 (*Purchase*), Condition 8.6 (*Cancellation*), Condition 8.7 (*Substitution and variation*) or paragraph (b) of Condition 17.1 (*Modification of Notes*), as the case may be, if all of the following conditions are met:

(a) subject to the Regulator having given its prior written approval to such redemption, purchase, cancellation, substitution, variation or modification (as applicable) (to the extent required at such date) in the circumstances in which it is entitled to do so;

The rules under the CRD prescribe certain conditions for the granting of permission by the Regulator to a request by the Issuer to reduce, repurchase, call or redeem the Notes.

In this respect, the CRD provides that the Regulator shall grant permission to a reduction, repurchase, call or redemption of the Notes, provided that either of the following conditions is met:

(i) on or before such reduction, repurchase, call or redemption of the Notes, the Issuer replaces the Notes with own funds instruments of equal or higher quality on terms that are sustainable for the Issuer's income capacity; or

(ii) the Issuer has demonstrated to the satisfaction of the Regulator that its own funds would, following such reduction, repurchase, call or redemption, exceed the capital ratios required under the CRD by a margin that the Regulator may consider necessary on the basis set out in CRD for it to determine the appropriate level of capital of an institution.

In addition, the rules under the CRD provide that the Regulator may only permit the Issuer to redeem the Notes before five years after the Issue Date of the Notes if:

(1) the conditions listed in sub-paragraphs (i) or (ii) above are met; and

(2) (x) in the case of redemption due to the occurrence of a Capital Event, (i) the Regulator considers such change to be sufficiently "certain" and (ii) the Issuer demonstrates to the satisfaction of the Regulator that the Capital Event was not reasonably foreseeable at the time of the issuance of the Notes; or (y) in the case of redemption due to the occurrence of a Tax Event, the Issuer demonstrates to the satisfaction of the Regulator that such Tax Event is material and was not reasonably foreseeable at the time of issuance of the Notes.

The rules under the CRD may be modified from time to time after the Issue Date of the Notes.

(b) if, in the case of a redemption, substitution or variation as a result of a Special Event or an Alignment Event as the case may be, the Issuer has delivered a certificate signed by two of its duly authorized representatives to the Fiscal Agent (with copies thereof being available at the Fiscal Agent's Specified Office during its normal business hours) not less than five (5) Business Days prior to the date set for such redemption, substitution or variation that such Special Event or Alignment Event, as the case may be, has occurred or will occur no more than 90 days following the date fixed for redemption, substitution or variation as the case may be; and

(c) if, in the case of a redemption, substitution or variation as a result of a Tax Event, an opinion of a recognized law firm of international standing has been delivered to the Issuer and the Fiscal Agent, to the effect that the relevant Tax Event has occurred.

No notice of redemption may be delivered in the period commencing on the date on which a Loss Absorption Notice has been delivered pursuant to Condition 7.1 (*Loss Absorption*) and ending on the Loss Absorption Effective Date. Any notice of redemption which is delivered within that period shall

be automatically rescinded and revoked, shall be null and void and of no force and effect. The Issuer shall give notice thereof to the Noteholders in accordance with Condition 19 (*Notices*) and to the Fiscal Agent, as soon as possible following any such automatic rescission and revocation of a redemption notice.

In addition, if the Issuer has elected to redeem or purchase the Notes and prior to the relevant redemption or purchase date a Capital Ratio Event occurs, the relevant redemption notice shall be automatically rescinded and revoked, shall be null and void and of no force and effect, and the Current Principal Amount of the Notes will not be due and payable. The Issuer shall give notice thereof to the Noteholders in accordance with Condition 19 (*Notices*) and to the Fiscal Agent, as soon as possible following any such automatic rescission and revocation of a redemption notice.

9. Payments

9.1 ***Method of Payment***: Payments of principal and interest in respect of the Notes will be made by U.S. dollars check drawn on a bank in New York City and mailed to the Noteholder by uninsured first class mail (airmail if overseas), at the address appearing in the Register at the opening of business on the relevant Record Date or, upon application by a Noteholder to the specified office of any Paying Agent not later than the 15th calendar day before the due date for any such payment, by transfer to a U.S. dollars account maintained by the payee with a bank in New York City (notified to such Paying Agent at the time of such application) or details of which appear on the Register.

9.2 ***Payments subject to fiscal laws***: Payments in respect of the Notes will be subject in all cases to any fiscal or other laws, regulations and directives in any jurisdiction (including any agreement of the Issuer pursuant to FATCA or under any law enacted by any jurisdiction other than the United States as a means of implementing the terms of any intergovernmental agreement entered into between such jurisdiction and the United States regarding FATCA) and the Issuer will not be liable for any taxes or duties of whatever nature imposed or levied pursuant to such laws, regulations, directives or agreements, but without prejudice to the provisions of Condition 10 (*Taxation*).

For these purposes, "**FATCA**" means Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended as of the date hereof (or any amended or successor version that is substantively comparable thereto) and any current or future regulations or official interpretations thereof.

9.3 ***Payments on business days:*** If the due date for payment of any amount in respect of any Note is not a Payment Business Day, the Noteholder shall not be entitled to payment of the amount due until the next succeeding Payment Business Day and shall not be entitled to any further interest or other payment in respect of any such delay.

9.4 ***Partial payments***: If a Paying Agent makes a partial payment in respect of any Note presented to it for payment, such Paying Agent will endorse thereon a statement indicating the amount and date of such payment.

9.5 ***Record Date***: Payment in respect of a Note will be made to the person shown as the Noteholder in the Register at the opening of business in the place of the Registrar's specified office on the 15th day before the date for payment (the "**Record Date**").

10. Taxation

10.1 ***Gross up***

All payments of principal, interest and other assimilated revenues in respect of the Notes by or on behalf of the Issuer 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 France or any political subdivision therein or any authority or agency therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments, or governmental charges is required by law. In that event, the Issuer shall pay, in respect of withholding or deduction imposed in relation to payments of interest and other assimilated revenues only (and not principal), to the fullest extent permitted by law, such additional amounts as will result in receipt by the Noteholders after such withholding or deduction of such amounts of interest as would have been received by them had no

such withholding or deduction been required, except that no such additional amounts shall be payable in relation to any payment of interest and other assimilated revenues in respect of any Note:

(a) to, or to a third party on behalf of, a Noteholder which is liable to such taxes, duties, assessments or governmental charges in respect of such Note by reason of it having some connection with the Republic of France other than:

(i) the mere holding of the Note; or

(ii) the receipt of principal, interest or any other amount in respect of such Note; or

(b) presented for payment more than 30 days after the Relevant Date, except to the extent that the relevant Noteholder would have been entitled to such additional amounts on presenting the same for payment on or before the expiry of such period of 30 days.

Notwithstanding anything to the contrary in this Condition 10.1, neither the Issuer nor any other person shall be required to pay any additional amounts with respect to any withholding or deduction imposed on or in respect of any Note pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended, any current or future regulations or official interpretations thereof and any agreements (including any law implementing any such agreement or any intergovernmental agreements) entered into pursuant thereto.

If and to the extent that any additional amounts payable pursuant to this Condition 10.1, when aggregated together with Interest Amounts and distributions on all other own funds instruments (not including, for the avoidance of doubt, any Tier 2 instruments), scheduled for payment in the then current financial year exceed the amount of Distributable Items, the Issuer will not be obliged to pay (in whole or, as the case may be, in part) such additional amounts.

For the avoidance of doubt, the non-payment in accordance with this Condition 10.1 of any such additional amount shall not constitute a default for any purpose on the part of the Issuer.

11. Prescription

Claims in the use of principal shall become void unless the relevant Notes are presented for payment within ten years or five years (in the case of interest) of the appropriate Relevant Date.

12. Replacement of Notes Certificates

If any Note Certificate is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Registrar (and, if the Notes are then admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent in any particular place, the Paying Agent having its Specified Office in the place required by such listing authority, stock exchange and/or quotation system), subject to all applicable laws and listing authority, stock exchange and/or quotation system requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer and Agents may reasonably require. Mutilated or defaced Notes must be surrendered before replacements will be issued.

13. Agents

13.1 ***Initial Agents***:

The initial Fiscal Agent, Registrar, Transfer Agent, Calculation Agent and Paying Agent and their initial specified offices are listed below.

U.S. Bank National Association
100 Wall Street — 16th Floor, New York, NY 10005, United States

The Issuer reserves the right at any time to vary or terminate the appointment of any Agent and appoint additional or other Agents, provided that it will maintain at all times (i) a Registrar and Fiscal Agent and (ii) a Paying Agent and a Transfer Agent. Notice of any change in the Agents or their

specified offices will promptly be given to the Noteholders in accordance with Condition 19 (*Notices*).

13.2 ***Obligations of Agents***

In acting under the Agency Agreement and in connection with the Notes, the Agents act solely as agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders or as a fiduciary of the Noteholders, and each of them shall only be responsible for the performance of the duties and obligations expressly imposed upon it in the Agency Agreement or other agreement entered into with respect of its appointment or incidental thereto.

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of provisions of these Conditions by any Agent shall (in the absence of gross negligence or willful misconduct) be binding on the Issuer, the Agents and all the Noteholders.

No such Noteholder shall (in the absence as aforesaid) be entitled to proceed against any Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions under these Conditions.

13.3 ***Change of Specified Offices***

The Agents reserve the right at any time to change their respective Specified Offices to some other Specified Office in the same city. Notice of any change in the identities or Specified Offices of any Agent shall promptly be given to the Noteholders in accordance with Condition 19 (*Notices*).

14. Enforcement/No events of default

If any judgment is issued for the judicial liquidation (*liquidation judiciaire*) of the Issuer or if the Issuer is liquidated for any other reason, then the Notes shall become immediately due and payable as described below.

The rights of the Noteholders in the event of a liquidation of the Issuer will be calculated on the basis of the Current Principal Amount of the Notes together with any accrued and unpaid interest thereon (if any). No payments will be made to the Noteholders before all amounts due, but unpaid, to all other creditors of the Issuer ranking ahead of the Noteholders described in Condition 5 (*Status of the Notes*) have been paid by the Issuer, as ascertained by the judicial liquidator.

No payments will be made to holders of Issuer Shares before all amounts due, but unpaid, to all Noteholders under the Notes have been paid by the Issuer, as ascertained by the judicial liquidator.

There are no other events of default or circumstances in respect of the Notes which entitle the Noteholders to require that the Notes become immediately due and payable.

15. Acknowledgment of Bail-In Power and Statutory Write-down or Conversion:

15.1 ***Acknowledgment***

By its acquisition of the Notes, each Noteholder (which, for the purposes of this Condition 15, includes any current or future holder of a beneficial interest in the Notes) acknowledges, accepts, consents and agrees:

(a) to be bound by the effect of the exercise of the Bail-in Power (as defined below) by the Relevant Resolution Authority (as defined below), which may include and result in any of the following, or some combination thereof:

(i) the reduction of all, or a portion, of the Amounts Due (as defined below), on a permanent basis;

(ii) the conversion of all, or a portion, of the Amounts Due into shares, other securities or other obligations of the Issuer or another person (and the issue to the Noteholder of such shares, securities or obligations), including by means of an amendment,

modification or variation of the terms of the Notes, in which case the Noteholder agrees to accept in lieu of its rights under the Notes any such shares, other securities or other obligations of the Issuer or another person;

(iii) the cancellation of the Notes; and/or

(iv) the amendment or alteration of the maturity of the Notes or amendment of the amount of interest payable on the Notes, or the date on which the interest becomes payable, including by suspending payment for a temporary period; and

(b) that the terms of the Notes are subject to, and may be varied, if necessary, to give effect to, the exercise of the Bail-in Power by the Relevant Resolution Authority.

For these purposes, the "**Amounts Due**" are the prevailing outstanding amount of the Notes, and any accrued and unpaid interest on the Notes that has not been previously cancelled or otherwise is no longer due.

15.2 ***Bail-in Power***

For these purposes, the "**Bail-in Power**" is any power existing from time to time under any laws, regulations, rules or requirements in effect in France, relating to the transposition of Directive 2014/59/EU of the European Parliament and of the Council of May 15, 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms (as amended from time to time, the "**BRRD**"), including without limitation pursuant to French decree-law No. 2015-1024 dated August 20, 2015 (*Ordonnance portant diverses dispositions d'adaptation de la législation au droit de l'Union européenne en matière financière*) (as amended from time to time, the "**August 20, 2015 Decree Law**"), Regulation (EU) No 806/2014 of the European Parliament and of the Council of July 15, 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund and amending Regulation (EU) No 1093/2010 (as amended from time to time, the "**Single Resolution Mechanism Regulation**"), or otherwise arising under French law, and in each case the instructions, rules and standards created thereunder, pursuant to which the obligations of a Regulated Entity (as defined below) (or an affiliate of such Regulated Entity) can be reduced (in part or in whole), canceled, suspended, transferred, varied or otherwise modified in any way, or securities of a Regulated Entity (or an affiliate of such Regulated Entity) can be converted into shares, other securities, or other obligations of such Regulated Entity or any other person, whether in connection with the implementation of a bail-in power following placement in resolution or otherwise.

A reference to a "**Regulated Entity**" is to any entity referred to in Section I of Article L.613-34 of the French Monetary and Financial Code (*Code monétaire et financier*) as modified by the August 20, 2015 Decree Law, which includes certain credit institutions (such as the Issuer), investment firms, and certain of their parent or holding companies established in France.

A reference to the "**Relevant Resolution Authority**" is to the *Autorité de contrôle prudentiel et de resolution* (the "**ACPR**"), the Single Resolution Board established pursuant to the Single Resolution Mechanism Regulation, and/or any other authority entitled to exercise or participate in the exercise of any Bail-in Power from time to time (including the Council of the European Union and the European Commission when acting pursuant to Article 18 of the Single Resolution Mechanism Regulation).

15.3 ***Payment of Interest and Other Outstanding Amounts Due***

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

15.4 ***No Event of Default***

Neither a cancellation of the Notes, a reduction, in part or in full, of the Amounts Due, the conversion thereof into another security or obligation of the Issuer or another person, as a result of the exercise of the Bail-in Power by the Relevant Resolution Authority with respect to the Issuer, nor the exercise of any Bail-in Power by the Relevant Resolution Authority with respect to the Notes will be an event of default or otherwise constitute non-performance of a contractual obligation, or entitle the Noteholder to any remedies (including equitable remedies) which are hereby expressly waived.

15.5 ***Notice to Noteholders***

Upon the exercise of any Bail-in Power by the Relevant Resolution Authority with respect to the Notes, the Issuer will provide a written notice to the Noteholders in accordance with Condition 19 (*Notices*) as soon as practicable regarding such exercise of the Bail-in Power. The Issuer will also deliver a copy of such notice to the Fiscal Agent for informational purposes, although the Fiscal Agent shall not be required to send such notice to Noteholders. Any delay or failure by the Issuer to give notice shall not affect the validity and enforceability of the Bail-in Power nor the effects on the Notes described in Conditions 15.1 (*Acknowledgment*) and 15.2 (*Bail-in Power*) above.

15.6 ***Duties of the Fiscal Agent***

Upon the exercise of any Bail-in Power by the Relevant Resolution Authority, the Issuer and each Noteholder (including each holder of a beneficial interest in the Notes) hereby agree that (a) the Fiscal Agent shall not be required to take any directions from Noteholders, and (b) the Agency Agreement shall impose no duties upon the Fiscal Agent whatsoever, in each case with respect to the exercise of any Bail-in Power by the Relevant Resolution Authority.

Notwithstanding the foregoing, if, following the completion of the exercise of the Bail-In Power by the Relevant Resolution Authority, any Notes remain outstanding (for example, if the exercise of the Bail-In Power results in only a partial write-down of the principal of the Notes), then the Fiscal Agent's duties, rights, protections and indemnities under the Agency Agreement shall remain applicable with respect to the Notes following such completion to the extent that the Issuer and the Fiscal Agent shall agree pursuant to an amendment to the Agency Agreement.

15.7 ***Proration***

If the Relevant Resolution Authority exercises the Bail-in Power with respect to less than the total Amounts Due, unless the Fiscal Agent is otherwise instructed by the Issuer or the Relevant Resolution Authority, any cancellation, write-off or conversion made in respect of the Notes pursuant to the Bail-in Power will be made on a pro-rata basis.

15.8 ***Conditions Exhaustive***

The matters set forth in this Condition 15 shall be exhaustive on the foregoing matters to the exclusion of any other agreements, arrangements or understandings between the Issuer and any Noteholder (or holder of any beneficial interest in any Notes).

16. Waiver of set-off

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

For the avoidance of doubt, nothing in this Condition 16 is intended to provide or shall be construed as acknowledging any right of deduction, set-off, netting, compensation, retention or counterclaim or that any such right is or would be available to any holder of any such Note, but for this Condition 16.

For the purposes of this Condition 16, "**Waived Set-Off Rights**" means any and all rights of or claims of any holder of any Note for deduction, set-off, netting, compensation, retention or counterclaim arising directly or indirectly under or in connection with any such Note**.**

17. Meetings of Noteholders; Modification

17.1 ***Modification of Notes***

(a) The Issuer may, with the consent of the Noteholders in accordance with Condition 17.2 below, and with the prior approval of the Regulator (to the extent required at such date), modify and amend the provisions of the Notes, including to grant waivers of future compliance or past default by the Issuer. However, no such amendment, modification or waiver will apply, without the consent of each Noteholder affected thereby, to Notes owned or held by such Noteholder with respect to the following matters:

(i) to change the stated interest rate on the Notes (other than pursuant to Condition 6.2);

(ii) to reduce the principal amount of or interest on the Notes;

(iii) to change the due dates for interest on the Notes;

(iv) to change the status of the Notes in a manner adverse to Noteholders;

(v) to change the currency of principal or interest on the Notes; and

(vi) to impair the right to institute suit for the enforcement of any payment in respect of the Notes.

The provisions of this paragraph are without prejudice to the rights, discretions and obligations of the Issuer arising by operation of these Conditions, including without limitation, Conditions 6 (*Interest*), 7 (*Loss Absorption and Return to Financial Health*) and 8.7 (*Substitution and variation*), and no consent of any Noteholder shall be required in respect thereof.

(b) No consent of the Noteholders is or will be required for any modification or amendment, after the prior approval of the Regulator (to the extent required at such date), to:

(i) add covenants of the Issuer for the benefit of the Noteholders;

(ii) surrender any right or power of the Issuer in respect of the Notes or the Agency Agreement;

(iii) provide security or collateral for the Notes;

(iv) evidence the acceptance of appointment of an additional, replacement or a successor to any Agent;

(v) modify the restrictions on, and procedures for, resale and other transfers of the Notes pursuant to law, regulations or practice relating to the resale or transfer of restricted securities generally;

(vi) cure any ambiguity in any provision, or correct any defective provision, of the Notes; or

(vii) change the Agency Agreement in any manner which shall be necessary or desirable so long as any such change does not, and will not, materially adversely affect the rights or interest of any Noteholder.

In addition, no amendment or modification listed in (a) or (b) above may, without the consent of each Noteholder, reduce the percentage or the amount of principal amount of Notes outstanding necessary to make these modifications or amendments to such Notes or (in the case of a meeting) to reduce the quorum requirements or the percentages of votes required for the adoption of any action at a

Noteholder meeting or result in a Special Event that would give rise to a right of redemption under Condition 8 (*Redemption and Purchase*).

Notwithstanding the foregoing, no consent of the Noteholders shall be required in order to comply with or make any modifications or amendments to the Notes or the Agency Agreement as the Issuer or the Fiscal Agent may deem necessary or desirable to reflect or incorporate requirements, regulations, pronouncements, orders or laws imposed, required by or issued pursuant to the Bail-in Power.

17.2 ***Meetings of Noteholders / Consents***

The Issuer may at any time ask for written consent or call a meeting of the Noteholders to seek their approval of the modification of or amendment to, or obtain a waiver of, any provision of the Notes.

Any meeting will be held at the time and place determined by the Issuer and specified in a notice of such meeting furnished to the Noteholders. This notice must be given at least thirty (30) days and not more than 60 days prior to the meeting.

If at any time the holders of at least 10% in principal amount for the then outstanding Notes request the Fiscal Agent to call a meeting of the Noteholders for any purpose, by written request setting forth in reasonable detail the action proposed to be taken at the meeting, the Fiscal Agent will call the meeting for such purpose. This meeting will be held at the time and place specified in a notice of such meeting furnished to the Noteholders. This notice must be given at least 30 days and not more than 60 days prior to the meeting.

One or more Noteholders (whether in person or by proxy thereunto duly authorized in writing) who hold a majority in principal amount of the then outstanding Notes will constitute a quorum at a Noteholders' meeting. In the absence of a quorum, a meeting may be adjourned for a period of at least 20 days and not more than 45 days. The quorum at any adjourned meeting is one or more persons being or representing Noteholders whatever the nominal amount of the Notes so held or represented. Notice of the reconvening of any meeting may be given only once, but must be given at least ten (10) days and not more than fifteen (15) days prior to the meeting.

At any meeting that is duly convened, one or more Noteholders holding a majority in principal amount of the Notes represented and voting at the meeting whether in person or by proxy thereunto duly authorized in writing, and, in absence of a meeting, one or more Noteholders holding a majority in principal amount of the then outstanding Notes and providing written consents may approve the modification or amendment of, or a waiver of compliance for, any provision of the Notes except for specified matters requiring the consent of each Noteholder, as set forth above.

Any modification (other than pursuant to Condition 6.2) may only be made with respect to Notes, the proceeds of which constitute Additional Tier 1 Capital, to the extent the Issuer has obtained the prior written consent of the Regulator, to the extent required at such date.

18. Further Issues and consolidation

The Issuer may from time to time, but without the consent of the Noteholders, create and issue further notes having the same terms and conditions as the Notes in all respects (except for the issue date, first payment of interest, if any, on them and/or the issue price thereof) so as to be consolidated and form a single series with the Notes.

19. Notices

Notices to Noteholders will be deemed to be validly given if published in a leading English language daily newspaper having general circulation in Europe (which is expected to be the *Financial Times*) or, if the Notes are listed on the Official List and admitted to trading on the Regulated Market of the Luxembourg Stock Exchange (so long as such Notes are listed on the Official List of the Luxembourg Stock Exchange and the rules of that exchange so permit), if published on the website of the Luxembourg Stock Exchange (www.bourse.lu).

The Issuer shall also ensure that notices are duly published in a manner which complies with the rules of any stock exchange or other relevant authority on which the Notes are for the time being listed or by which they have been admitted to trading.

Any notice so given will be deemed to have been validly given on the date of first such publication (or, if required to be published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers).

20. Governing Law and Jurisdiction

20.1 ***Governing law***: The Notes and the Agency Agreement and any non-contractual obligations arising therefrom or in connection therewith shall be governed by, and construed in accordance with, English law, except for Condition 5 (*Status of the Notes*) which shall be governed by, and construed in accordance with, French law.

20.2 ***English courts***: The courts of England have non-exclusive jurisdiction to settle any dispute (a "**Dispute**") arising from or connected with the Notes or the Agency Agreement (including any Dispute relating to any non-contractual obligations arising from or connected with the Notes or the Agency Agreement).

20.3 ***Appropriate forum***: The Issuer agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.

20.4 ***Rights to take proceedings outside England***: Nothing in this Condition 20 prevents any Noteholder or the Issuer from taking proceedings relating to a Dispute ("**Proceedings**") in any other courts with jurisdiction. To the extent allowed by law, any Noteholder or the Issuer may take concurrent Proceedings in any number of jurisdictions.

20.5 ***Service of process***: 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 in England, 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.

21. Rights of Third Parties

No person shall have any right to enforce any term or condition in respect of a Note under the Contracts (Rights of Third Parties) Act 1999.

THE GLOBAL CERTIFICATES

The Global Certificates contain the following provisions which apply to the Notes in respect of which they are issued while they are represented by the Global Certificates.

Global Certificates

The Notes will be represented by separate permanent Restricted Global Certificates and Unrestricted Global Certificates which will both be deposited with the Registrar as custodian for DTC and registered in the name of Cede & Co. as nominee of DTC (the "**Relevant Nominee**"). The Restricted Global Certificates will represent Notes that are restricted securities within the meaning of Rule 144(a)(3) under the Securities Act. Notes sold in offshore transactions in reliance on Regulation S will be represented by the Unrestricted Global Certificates. Interests in a Restricted Global Certificate will be exchangeable for interests in the Unrestricted Global Certificate and vice versa, subject to the restrictions summarized below.

Investors may hold their interests in the Global Certificates directly through DTC, if they are DTC participants, or indirectly through organizations which are participants in DTC. Clearstream and Euroclear will hold interests in the Global Certificates on behalf of their participants through customers' securities accounts in their respective names on the books of their respective depositaries, which are participants in DTC. All payments made in relation to the Notes will be in U.S. dollars.

Transfers within the Global Certificates

Transfers of book-entry interests in the Notes will be effected through the records of Euroclear, Clearstream and DTC and their respective participants in accordance with the rules and procedures of Euroclear, Clearstream and DTC and their respective direct and indirect participants, as the case may be, and as more fully described under "*Book-entry Procedures and Settlement*". Owners of beneficial interests in a Global Certificate will be entitled to receive physical delivery of definitive certificates only in the circumstances described under "*—Registration of Title*". Until the Notes are exchanged for definitive certificates, the Global Certificates may not be transferred except in whole by DTC to a nominee or successor of DTC.

Subject to the procedures and limitations described below and as described under "*Transfer Restrictions*", transfers of beneficial interests within a Global Certificate may be made without delivery to the Issuer or the Registrar of any written certifications or other documentation by the transferor or transferee.

Transfers between Restricted Global Certificates and Unrestricted Global Certificates

A beneficial interest in a Restricted Global Certificate may be transferred to a person who wishes to take delivery of such beneficial interest through the Unrestricted Global Certificate upon receipt by the Registrar of a written certification (in the form set out in the Agency Agreement) from the transferor to the effect that:

(1) such transfer is being made to a non-U.S. person as defined in Rule 903 or 904 of Regulation S (as applicable); and

(2) such transfer is being made in accordance with all applicable securities laws of the states of the United States and other jurisdictions.

Prior to the expiration of the distribution compliance period (defined as 40 days after the later of the closing date with respect to the Notes and the completion of the distribution of the Notes), a beneficial interest in an Unrestricted Global Certificate may be transferred to a person who wishes to take delivery of such beneficial interest through the Restricted Global Certificate upon receipt by the Registrar of a written certification (in the form set out in the Agency Agreement) from the transferor to the effect that such transfer is being made:

(1) to a person whom the transferor reasonably believes is a QIB, in a transaction meeting the requirements of Rule 144A; and

(2) in accordance with any applicable securities laws of any state of the United States and any other jurisdiction.

After the expiration of the distribution compliance period, such certification requirements will no longer apply to such transfers, but such transfers will continue to be subject to the transfer restrictions contained in the legend appearing on the face of the Global Certificate representing such Note.

Any beneficial interest in either a Restricted Global Certificate or an Unrestricted Global Certificate that is transferred to a person who takes delivery in the form of a beneficial interest in the other Global Certificate will, upon transfer, cease to be a beneficial interest in such Global Certificate and become a beneficial interest in the other Global Certificate and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to a beneficial interest in such other Global Certificate for so long as such person retains such an interest. The Issuer will bear the costs and expenses of effecting any exchange or registration of transfer pursuant to the foregoing provisions (except for the expenses of delivery by other than regular mail (if any) and, if the Issuer shall so require, the payment of a sum sufficient to cover any tax or other governmental charge or insurance charges that may be imposed in relation thereto, each of which will be borne by the Noteholder).

Accountholders

For so long as any of the Notes are represented by the Global Certificates, each person (other than another clearing system) who is for the time being shown in the records of DTC as the holder of a particular aggregate principal amount of such Notes (each an "**Accountholder**") (in which regard any certificate or other document issued by DTC as to the aggregate principal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes) shall be treated as the holder of such aggregate principal amount of such Notes (and the expression "Noteholders" and references to "holding of Notes" and to "Holder of Notes" shall be construed accordingly) for all purposes other than with respect to payments on such Notes, the right to which shall be vested, as against the Issuer solely in the Relevant Nominee in accordance with and subject to the terms of the Global Certificates. Each Accountholder must look solely to DTC for its share of each payment made to the Relevant Nominee.

Cancellation

Cancellation of any Note following its purchase by the Issuer will be effected by reduction in the aggregate principal amount of the Notes in the register of Noteholders and by the annotation of the appropriate schedule to the relevant Global Certificate.

Payments

Payments on any amounts in respect of any Global Certificates will be made by the Paying Agent to DTC. Payments will be made to beneficial owners of Notes in accordance with the rules and procedures of DTC or its direct and indirect participants as applicable.

Payments of principal and interest in respect of Notes represented by a Global Certificate will be made upon presentation or, if no further payment falls to be made in respect of the Notes, against presentation and surrender of such Global Certificate to or to the order of the paying agent or such other agent as shall have been notified to the holders of the Global Certificates for such purpose.

Distributions of amounts with respect to any book-entry interests in the Unrestricted Global Certificates held through Euroclear or Clearstream will be credited, to the extent received by the Paying Agent, to DTC, whereupon DTC will credit the cash accounts of participants in Euroclear or Clearstream, in accordance with the relevant system's rules and procedures.

Holders of book-entry interests in the Global Certificates holding through DTC will receive, to the extent received by the Registrar, all distribution of amounts with respect to book-entry interests in such Notes from the Registrar through DTC.

A record of each payment made will be endorsed on the appropriate schedule to the relevant Global Certificate by or on behalf of the Paying Agent and shall be prima facie evidence that payment has been made.

Notices

For so long as the Notes are represented by a Global Certificate and such Global Certificate is held on behalf of a clearing system, notices to Noteholders may be given by delivery of the relevant notice to that clearing system for communication by it to entitled Accountholders in substitution for notification as required by the terms and conditions of the Notes (see "*Terms and Conditions of the Notes*"), except that so long as the Notes are listed on the Luxembourg Stock Exchange and the rules of that Exchange so require, notices shall also be published on the website of the Luxembourg Stock Exchange (www.bourse.lu) in compliance with rules of

any stock exchange or other relevant authority on which the Notes are listed or by which they have been admitted to trading. Any such notice given by delivery of the relevant notice to a clearing system shall be deemed to have been given to the Noteholders on the day after the day on which such notice is delivered to DTC as aforesaid.

For so long as any of the Notes held by a Noteholder are represented by a Global Certificate, notices to be given by such Noteholder may be given by such Noteholder (where applicable) through DTC and otherwise in such manner as the Fiscal Agent and DTC may approve for this purpose.

Registration of Title

Registration of title to Notes in a name other than that of the Relevant Nominee will not be permitted unless the Issuer is notified by DTC that it is unwilling or unable to continue as a clearing system in connection with a Global Certificate or DTC ceases to be a clearing agency registered under the Exchange Act, and in each case a successor clearing system is not appointed by the Issuer within 90 days after receiving such notice from DTC or becoming aware that DTC is no longer so registered. In these circumstances, title to a Note may be transferred into the names of Noteholders notified by the Relevant Nominee in accordance with the terms and conditions set forth in the Agency Agreement.

The Registrar will not register title to the Notes in a name other than that of the Relevant Nominee for a period of 15 calendar days preceding the due date for any payment of principal or interest in respect of the Notes.

Unless the Issuer has determined otherwise in accordance with applicable law, certificates will be issued upon transfer or exchange of beneficial interests in a Restricted Global Certificate or an Unrestricted Global Certificate only upon compliance with the transfer restrictions and procedures described in the Agency Agreement and under "*Transfer Restrictions*". In all cases, certificates delivered in exchange for any Global Certificate or beneficial interests therein will be registered in the names, and issued in any approved denominations, requested by the applicable clearing system.

Each person with a beneficial interest in the Notes must rely exclusively on the rules and procedures of DTC and any agreement with any participant of DTC or any other securities intermediary through which that person holds its interest to receive or direct the delivery or possession of any definitive certificate. If the Issuer issues definitive certificates in exchange for Global Certificates, DTC, as holder of the Global Certificates, will surrender the Global Certificates against receipt of the definitive certificates, cancel the book-entry interests in the Notes and distribute the relative definitive certificates to the persons in the amounts that DTC specifies.

BOOK-ENTRY PROCEDURES AND SETTLEMENT

Book-Entry System

DTC will act as securities depositary for the Global Certificates. Unless otherwise specified, the Global Certificates will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee).

The Issuer has been advised that DTC is a limited-purpose trust company organized under the laws of the State of New York, a "Banking Organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act. DTC holds securities that its participants ("**Participants**") deposit with DTC. DTC also facilitates the clearance and settlement among Participants of transactions in such securities through electronic book-entry changes in Participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants ("**Direct Participants**") include securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc., and the National Association of Securities Dealers, Inc. Access to DTC's system is also available to others such as securities brokers and dealers, banks and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("**Indirect Participants**"). The rules applicable to DTC and its Participants are on file with the Securities and Exchange Commission.

Under the rules, regulations and procedures creating and affecting DTC and its operations (the "**Rules**"), DTC will make book-entry transfers of interests in Global Certificates among Direct Participants on whose behalf it acts with respect to Global Certificates accepted into DTC's book-entry settlement system ("**DTC Certificates**") as described below and received and transmits distributions of principal and interest on DTC Certificates. Direct Participants and Indirect Participants with which beneficial owners of DTC Certificates have accounts with respect to the DTC Certificates similarly are required to make book-entry transfers and receive payments on behalf of their respective owners. Accordingly, although owners who hold DTC Certificates through Direct Participants or Indirect Participants will not possess the Global Certificates, the Rules, by virtue of the requirements described above, provide a mechanism by which Direct Participants will receive and will be able to transfer their interest in respect of DTC Certificates.

Purchases of DTC Certificates under DTC's system must be made by or through Direct Participants, which will receive a credit for the DTC Certificates on DTC's records. The ownership interest of each actual purchaser of each DTC Certificate ("**Beneficial Owner**") is in turn to be recorded on the Direct Participants' and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transactions, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the DTC Certificates are to be accomplished by entries made on the books of Participants acting on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in DTC Certificates, except in the event that use of the book-entry system for the DTC Certificates is discontinued.

To facilitate subsequent transfers, all DTC Certificates deposited by Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. The deposit of Global Certificates with DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual beneficial owners of the DTC Certificates; DTC's records reflect only the identity of the Direct Participants to whose accounts such DTC Certificates are credited, which may or may not be the beneficial owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to Cede & Co.

Neither DTC nor Cede & Co. will consent or vote with respect to DTC Certificates. Under its usual procedures, DTC will deliver by mail or electronic means to the Issuer an "Omnibus Proxy" as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Under certain circumstances, DTC may discontinue providing its services as securities depositary with respect to the DTC Certificates at any time by giving the Issuer and the Initial Purchasers reasonable notice. Under such circumstances, in the event that a successor securities depository is not obtained, DTC will exchange the DTC Certificates for definitive certificates, which it will distribute to its Participants in accordance with their proportional entitlements and which, if representing interests in a Rule 144A Note, will be legended as set forth under "*Transfer Restrictions*".

The Issuer may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, registered or book-entry definitive certificates will be printed and delivered in exchange for the DTC Certificates held by DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources the Issuer believes to be reliable, but the Issuer takes no responsibility for the accuracy thereof.

Neither the Issuer, nor any of the Agents or any Initial Purchaser will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in a DTC Certificate or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Euroclear and Clearstream

Euroclear and Clearstream each hold securities for their customers and facilitate the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders. Euroclear and Clearstream provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream also deal with domestic securities markets in several countries through established depositary and custodial relationships. Euroclear and Clearstream have established an electronic bridge between their two systems across which their respective participants may settle trades with each other.

Euroclear and Clearstream customers are worldwide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Euroclear and Clearstream is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system. In addition, Euroclear and Clearstream participate indirectly in DTC via their respective depositaries.

Book-entry Ownership of and Payments in respect of DTC Certificates

The Issuer will apply to DTC in order to have the Notes represented by Global Certificates accepted in its book-entry settlement system. Upon the issue of any such Global Certificates, DTC or its custodian will credit, on its internal book-entry system, the respective nominal amounts of the individual beneficial interests represented by such Global Certificates to the accounts of persons who have accounts with DTC. Such accounts initially will be designated by or on behalf of the relevant Initial Purchaser. Ownership of beneficial interests in such Global Certificates will be limited to Direct Participants or Indirect Participants, including, in the case of any Unrestricted Global Certificate, the respective depositaries of Euroclear and Clearstream. Ownership of beneficial interests in a Global Certificate accepted by DTC will be shown on, and the transfer of such ownership will be effected only through, records maintained by DTC or its nominee (with respect to the interests of Direct Participants) and the records of Direct Participants (with respect to interests of Indirect Participants).

Payments in U.S. dollars of principal and interest in respect of a Global Certificate accepted by DTC will be made to the order of DTC or its nominee as the registered holder of such Global Certificate. The Issuer expects DTC to credit accounts of Direct Participants on the applicable payment date in accordance with their respective holdings as shown in the records of DTC unless DTC has reason to believe that it will not receive

payment on such payment date. The Issuer also expects that payments by Participants to Beneficial Owners of Global Certificates will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers, and will be the responsibility of such Participant and not the responsibility of DTC, the Agents or the Issuer. The Issuer is responsible for the payment of principal, premium, if any, and interest, if any, on the Global Certificates to DTC.

Transfers of Notes Represented by Global Certificates

Transfers of any interests in a Note represented by Global Certificates within DTC will be effected in accordance with DTC's customary rules and operating procedures. Transfers of any interests of Global Certificates via Euroclear and Clearstream will be effected indirectly, first in DTC by Euroclear and Clearstream, acting through their respective depositaries which participate in DTC, and second in Euroclear and Clearstream themselves, according to their rules and procedures. The laws in some states within the United States require that certain persons take physical delivery of securities in definitive form. Consequently, the ability to transfer Notes represented by Global Certificates to such persons may depend upon the ability to exchange such Global Certificates for Certificates in definitive form. Similarly, because DTC can only act on behalf of Direct Participants in the DTC system who in turn act on behalf of Indirect Participants, the ability of a person having an interest in Notes represented by Global Certificates accepted by DTC to pledge such Notes to persons or entities that do not participate in the DTC system or otherwise to take action in respect of such Notes may depend upon the ability to exchange such Global Certificates for Certificates in definitive form. The ability of any Noteholder holding Notes represented by Global Certificates accepted by DTC to resell, pledge or otherwise transfer such Notes may be impaired if the proposed transferee of such Notes is not eligible to hold such Notes through a direct or indirect participant in the DTC system.

Subject to compliance with the transfer restrictions applicable to the Notes described under "*Transfer Restrictions*", cross-market transfers between DTC, on the one hand, and indirectly through Clearstream or Euroclear accountholders, on the other, will be effected by the relevant clearing system in accordance with its rules and through action taken by the fiscal agent and any custodian with whom the relevant Notes have been deposited.

On or after the Issue Date of the Notes, transfers of Global Certificates between accountholders in Clearstream and Euroclear and transfers of Global Certificates between participants in DTC will generally have a settlement date two (2) business days after the trade date (T + 2); however, the Issuer expects that delivery of the Notes offered hereby will be made against payment therefor on or about the fifth business day following the pricing of the Notes (T + 5). The customary arrangements for delivery versus payment will apply to such transfers.

DTC, Clearstream and Euroclear have each published rules and operating procedures designed to facilitate transfers of beneficial interests in Global Certificates among participants and accountholders of DTC, Clearstream and Euroclear. However, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued or changed at any time. Neither the Issuer, nor the Agents nor any Initial Purchaser will be responsible for any performance by DTC, Clearstream or Euroclear or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations and none of them will have any liability for any aspect of the records relating to or payments made on account of beneficial interests in the Notes represented by Global Certificates or for maintaining, supervising or reviewing any records relating to such beneficial interests.

TAXATION

The following is a summary limited to certain French and U.S. federal income tax considerations relating to the Notes, including information on certain French withholding tax rules. This summary is based on the laws of the United States and France as of the date of this Prospectus and is subject to any changes in law and/or interpretation hereof that may take effect after such date (potentially with retroactive effect). It does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to purchase, own or dispose of the Notes. Each prospective Noteholder or beneficial owner of Notes should consult its tax advisor as to the tax consequences of any investment in or ownership and disposition of the Notes.

French Taxation

The Issuer considers the Notes to be debt for French tax purposes based on their characteristics and accounting treatment and therefore that the payments under the Notes will be fully deductible, and the following summary is presented on that basis. The legislative history connected with the French Parliament's approval in 2003 of the statute under which the Notes will be issued supports the characterization as debt of deeply subordinated debt obligations that are otherwise treated as equity by regulators and rating agencies, and the Finance Committee of the French Senate and the Minister of the Economy and Finance took similar positions at the time. However, neither the French courts nor the French tax authorities have, at the date of this Prospectus, expressed a specific position on the tax treatment of the Notes and there can be no assurance that they will express any opinion or that they will take the same view.

French withholding tax

The following is an overview of certain withholding tax considerations that may be relevant to investors in the Notes who do not concurrently own shares of the Issuer.

Withholding tax applicable to payments made outside France

Pursuant to Article 125 A III of the French *Code général des impôts*, payments of principal and interest and other assimilated revenues made by the Issuer with respect to the Notes will not be subject to the withholding tax set out under Article 125 A III of the French *Code général des impôts* unless such payments are made to persons outside France in a non-cooperative State or territory (*Etat ou territoire non coopératif*) within the meaning of Article 238-0 A of the French *Code général des impôts* (a "**Non-Cooperative State**"). If such payments under the Notes are made to persons in a Non-Cooperative State, a 75% withholding tax will be applicable (subject to certain exceptions and to the more favorable provisions of any applicable double tax treaty) by virtue of Article 125 A III of the French *Code général des impôts*. A draft law published by the French government on March 28, 2018 would, if adopted in its current form, (i) expand the list of Non-Cooperative States as defined under Article 238-0 A of the French *Code général des impôts* to include the jurisdictions on the list set out in Annex I to the conclusions adopted by the Council of the European Union on December 5, 2017, as updated, (the "EU List") and, as a consequence, (ii) expand this withholding tax regime to certain jurisdictions included in the EU List.

Furthermore, according to Article 238 A of the French *Code général des impôts*, interest and other assimilated revenues on the Notes will not be deductible from the Issuer's taxable income, if they are paid or accrued to persons domiciled or established in a Non-Cooperative State or paid on a bank account opened in a financial institution located in such a Non-Cooperative State (the "**Deductibility Exclusion**"). Under certain conditions, any such non-deductible interest and other assimilated revenues may be recharacterized as constructive dividends pursuant to Articles 109 *et seq*. of the French *Code général des impôts*, in which case such non-deductible interest and other assimilated revenues may be subject to the withholding tax set out under Article 119 *bis* 2 of the French *Code général des impôts*, at rates of (i) 30% (to be aligned with the standard corporate income tax rate set forth in Article 219-I of the French *Code général des impôts* as from 1 January 2020) for legal persons, (ii) 12.8% for individuals or (iii) 75% for payments made outside France in a Non-Cooperative State, subject to certain exceptions and to the more favorable provisions of any applicable double tax treaty.

Notwithstanding the foregoing, neither the 75% withholding tax provided by Article 125 A III of the French *Code général des impôts*, nor, to the extent that the relevant interest and other assimilated revenues relate to genuine transactions and are not in an abnormal or exaggerated amount, the Deductibility Exclusion and the

withholding provided under Article 119 *bis* 2 of the French *Code général des impôts* will apply in respect of the Notes if the Issuer can prove that the principal purpose and effect of the issue of Notes were not that of allowing the payments of interest or other assimilated revenues to be made in a Non-Cooperative State (the "**Exception**"). Pursuant to the *Bulletin Officiel des Finances Publiques-Impôts* BOI-IR-DOMIC-10-20-20-60-20150320 n°10, BOI-RPPM-RCM-30-10-20-40-20140211, n°70 and n°80, and BOI-INT-DG-20-50-20140211 n°550 and n°990, the Notes will benefit from the Exception without the Issuer having to provide any proof of the main purpose and effect of the issue of the Notes if the Notes are:

(A) offered by means of a public offer within the meaning of Article L. 411-1 of the French *Code monétaire et financier* or pursuant to an equivalent offer in a State other than in a Non-Cooperative State. For this purpose, an "equivalent offer" means any offer requiring the registration or submission of an offer document by or with a foreign securities market authority; or

(B) admitted to trading on a regulated market or on a French or foreign multilateral securities trading system, provided that such market or system is not located in a Non-Cooperative State, and the operation of such market is carried out by a market operator or an investment services provider, or by such other similar foreign entity, provided further that such market operator, investment services provider or entity is not located in a Non-Cooperative State; or

(C) admitted, at the time of their issue, to the operations of a central depositary or of a securities delivery and payments systems operator within the meaning of Article L. 561-2 of the French *Code monétaire et financier*, or of one or more similar foreign depositaries or operators provided that such depositary or operator is not located in a Non-Cooperative State.

Consequently, payments of interest and other assimilated revenues made by the Issuer under the Notes are not subject to the withholding tax set out under Article 125 A III or Article 119 *bis* 2 of the French *Code général des impôts* and the Deductibility Exclusion does not apply to such payments.

Withholding tax applicable to individuals fiscally domiciled in France

Pursuant to Article 125 A of the French *Code général des impôts*, subject to certain exceptions, interest received by individuals who are fiscally domiciled (*domiciliés fiscalement*) in France are subject to a 12.8% withholding tax, which is deductible from their personal income tax liability in respect of the year in which the payment has been made. Social contributions (CSG, CRDS and other related contributions) are also levied by way of withholding tax at a global rate of 17.2% on such interest and other assimilated revenues received by individuals who are fiscally domiciled (*domiciliés fiscalement*) in France.

Withholding tax applicable to corporations fiscally domiciled in France

There is no withholding tax on payments made to corporations fiscally domiciled in France assuming payments are made in a French account.

Certain U.S. Federal Income Tax Considerations

The following is a summary of certain U.S. federal income tax consequences of the acquisition, ownership and disposition of Notes by a U.S. Holder (as defined below). This summary deals only with investors that acquire Notes as part of the initial offering and that will hold the Notes as capital assets. The discussion does not cover all aspects of U.S. federal income taxation that may be relevant to, or the actual tax effect that any of the matters described herein will have on, the acquisition, ownership or disposition of Notes by particular investors, and does not address state, local, foreign or other tax laws (including estate or gift tax, the alternative minimum tax or the net investment income tax). This summary also does not discuss all of the tax considerations that may be relevant to certain types of investors subject to special treatment under the U.S. federal income tax laws (such as financial institutions, insurance companies, individual retirement accounts and other tax-deferred accounts, tax-exempt organizations, dealers in securities or currencies, investors that will hold the Notes as part of straddles, hedging transactions or conversion transactions for U.S. federal income tax purposes, persons that have ceased to be U.S. citizens or lawful permanent residents of the United States, "S corporations", partnerships or other pass through-entities for U.S. federal income tax purposes (and investors therein), investors holding the Notes in connection with a trade or business conducted outside of the United States, U.S. expatriates or investors whose functional currency is not the U.S. dollar).

As used herein, the term "U.S. Holder" means a beneficial owner of Notes that is, for U.S. federal income tax purposes, (i) an individual citizen or resident of the United States, (ii) a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) created or organized under the laws of the United States, any State thereof or the District of Columbia, (iii) an estate the income of which is subject to U.S. federal income tax without regard to its source or (iv) a trust if (A) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust, or (B) the trust has validly elected to be treated as a domestic trust for U.S. federal income tax purposes.

The U.S. federal income tax treatment of a partner in an entity treated as a partnership for U.S. federal income tax purposes that holds Notes will depend on the status of the partner and the activities of the partnership. Prospective purchasers that are entities treated as partnerships for U.S. federal income tax purposes and the partners in such partnerships should consult their tax advisors concerning the U.S. federal income tax consequences to them of the acquisition, ownership and disposition of Notes.

This summary is based on the tax laws of the United States including the Internal Revenue Code of 1986, as amended (the "**Code**"), its legislative history, existing and proposed regulations thereunder, published rulings and court decisions, all as of the date hereof and all of which are subject to change at any time, possibly with retroactive effect. Each investor should consult its own tax advisor about the tax consequences of the acquisition, ownership and disposition of the Notes in light of such investor's particular circumstances, including the tax consequences under state, local, foreign and other tax laws and the possible effects of any changes in applicable tax laws.

Except as otherwise noted, the summary assumes that the Issuer is not a passive foreign investment company (a "**PFIC**") for U.S. federal income tax purposes. If the Issuer were to be a PFIC for any year, materially adverse consequences could result for U.S. Holders.

THE SUMMARY OF U.S. FEDERAL INCOME TAX CONSEQUENCES SET OUT BELOW IS FOR GENERAL INFORMATION ONLY. ALL PROSPECTIVE INVESTORS SHOULD CONSULT THEIR TAX ADVISERS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF ACQUIRING, OWNING, AND DISPOSING OF THE NOTES, INCLUDING THE APPLICABILITY AND EFFECT OF STATE, LOCAL, NON-U.S. AND OTHER TAX LAWS AND POSSIBLE CHANGES IN TAX LAW.

U.S. Federal Income Tax Characterization of the Notes

The determination of whether an obligation represents debt, equity, or some other instrument or interest is based on all the relevant facts and circumstances. Despite the fact that the Notes are denominated as debt, the Notes should be treated as an equity interest in the Issuer for U.S. federal income tax purposes. The Notes have several equity-like features, including (1) the absence of a fixed maturity date, (2) provisions for the cancellation of interest payments and the write-down of principal, (3) the deep subordination of the Notes to other debt of the Issuer, and (4) the lack of default provisions. By purchasing a Note, each holder agrees to treat the Note as an equity interest in the Issuer for U.S. federal income tax purposes. Accordingly, each "interest" payment should be treated as a distribution by the Issuer with respect to such equity interest, and any reference in this discussion to "dividends" or "distributions" refers to the "interest" payments on the Notes. Each prospective investor should consult its own tax adviser about the proper characterization of the Notes for U.S. federal income tax purposes. The remainder of this discussion assumes that the Notes will be characterized as equity in the Issuer for U.S. federal income tax purposes.

Payments of Interest

Distributions paid by the Issuer out of current or accumulated earnings and profits (as determined for U.S. federal income tax purposes) generally will be taxable to a U.S. Holder as dividend income, and will not be eligible for the dividends received deduction allowed to corporations. Distributions in excess of current and accumulated earnings and profits will be treated as a non-taxable return of capital to the extent of the U.S. Holder's basis in the Notes and thereafter as capital gain. However, the Issuer does not maintain calculations of its earnings and profits in accordance with U.S. federal income tax accounting principles. U.S. Holders should therefore assume that any distribution by the Issuer with respect to Notes will be reported as ordinary dividend income. U.S. Holders should consult their own tax advisers with respect to the appropriate U.S. federal income tax treatment of any distribution received from the Issuer.

Distributions paid by the Issuer generally will be taxable to a non-corporate U.S. Holder at the reduced rates normally applicable to long-term capital gains, provided the Issuer qualifies for the benefits of the income tax treaty between the United States and France, which the Issuer believes to be the case, and certain other conditions are met. A non-corporate U.S. Holder will not be able to claim the reduced rates on distributions received from the Issuer if the Issuer is treated as a PFIC for the taxable year in which the dividends are received or the preceding taxable year. See "*Passive Foreign Investment Company Considerations*" below.

Sale or other Disposition

Upon a sale or other disposition of Notes, a U.S. Holder generally will recognize capital gain or loss (assuming, in the case of a redemption, the U.S. Holder does not own, and is not deemed to own, any of our ordinary shares) for U.S. federal income tax purposes equal to the difference, if any, between the amount realized on the sale or other disposition and the U.S. Holder's adjusted tax basis in the Notes. This capital gain or loss will be long-term capital gain or loss if the U.S. Holder's holding period in the Notes exceeds one year and will generally be U.S.-source. Certain non-corporate U.S. Holders may be eligible for reduced rates of taxation on long-term capital gains. The deductibility of capital losses is subject to limitations.

Passive Foreign Investment Company Considerations

A foreign corporation will be a PFIC for any taxable year in which, after taking into account the income and assets of the corporation and certain subsidiaries pursuant to applicable "look-through rules," either (i) at least 75% of its gross income is "passive income" or (ii) at least 50% of the average value of its assets is attributable to assets which produce passive income or are held for the production of passive income. Passive income generally includes interest, dividends, rents, royalties and certain gains, subject to certain active business exceptions, including exceptions for certain active banking income and for certain dealer income. Based upon certain management estimates and proposed Treasury regulations, the Issuer does not believe it was a PFIC for its taxable year ending 31 December 2017 and does not expect to be a PFIC for its current taxable year or the foreseeable future. However, because there are uncertainties as to the characterization of certain of the Issuer's income and assets, and because the Issuer's possible status as a PFIC must be determined annually and may be subject to change, there can be no assurance that the Issuer will not be considered a PFIC for any taxable year. If the Issuer were a PFIC for any year in which a U.S. Holder owns Notes, the U.S. Holder may be subject to adverse tax consequences including increased tax rates and interest charges on gains and certain distributions. Additionally, distributions paid by the Issuer would not be eligible for the reduced rates of tax described above under "*Payments of Interest*". Prospective purchasers should consult their tax advisers regarding the potential application of the PFIC regime.

Backup Withholding and Information Reporting

In general, payments of interest on, and the proceeds of a sale, redemption or other disposition of, the Notes, payable to a U.S. Holder by a U.S. paying agent or other U.S. intermediary will be reported to the Internal Revenue Service (the "**IRS**") and to the U.S. Holder as may be required under applicable U.S. Treasury Regulations. Backup withholding may apply to these payments, if the U.S. Holder fails to provide an accurate taxpayer identification number or certification of exempt status or otherwise fails to comply with all applicable certification requirements. Certain U.S. Holders are not subject to backup withholding. Any amounts withheld under the backup withholding rules will be allowed as a credit against a U.S. Holder's U.S. federal income tax liability, if any, or as a refund, provided the required information is timely furnished to the IRS. U.S. Holders should consult their tax advisers about these rules and any other reporting obligations that may apply to the ownership or disposition of the Notes, including requirements related to the holding of certain "specified foreign financial assets."

BENEFIT PLAN INVESTOR CONSIDERATIONS

Title I of Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), and Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), prohibit a broad range of transactions involving (i) employee benefit plans and other plans, accounts or arrangements that are subject to such provisions, including collective investment funds, partnerships, separate accounts and other entities or accounts whose underlying assets are treated under ERISA as assets of such plans, accounts or arrangements (collectively, "**Plans**") and (ii) fiduciaries and other persons having certain relationships with respect to such Plans (described as a "party in interest" under ERISA, or a "disqualified person" under Section 4975 of the Code, and collectively referred to herein as "**Parties in Interest**") unless a statutory or other exemption applies.

Each of the Issuer, the Initial Purchasers and the Agents, directly or through their affiliates, may be a Party in Interest with respect to Plans. A violation of these prohibited transaction rules could result in an excise tax or other liabilities under ERISA and/or Section 4975 of the Code for such persons, and may require the non-exempt prohibited transaction to be rescinded or otherwise corrected. Other employee benefit plans, including governmental plans, certain church plans and non-United States benefit plans which are not subject to Part 4, Subtitle B, Title I of ERISA or Section 4975 of the Code (collectively, "**Other Plans**"), may be subject to other laws substantially similar to such provisions ("**Similar Laws**"). Thus, a fiduciary or other person considering the purchase or holding of the Notes for any Plan or Other Plan should consider whether such purchase or holding might constitute or result in a non-exempt prohibited transaction under ERISA or Section 4975 of the Code, or a violation of any Similar Law, as applicable.

The Notes may not be purchased or held by or with "plan assets" of any Plan or Other Plan, unless such purchase and holding qualifies for exemptive relief from the prohibited transaction rules under ERISA or Section 4975 of the Code. Certain statutory or administrative exemptions may provide such relief to the purchase and holding of the Notes by a Plan, including: Prohibited Transaction Class Exemption ("**PTCE**") 84-14 (certain transactions determined by an independent qualified professional asset manager), PTCE 96-23 (certain transactions determined by an in-house professional asset manager), PTCE 91-38 (certain transactions involving bank collective investment funds), PTCE 90-1 (certain transactions involving insurance company pooled separate accounts) and PTCE 95-60 (certain transactions involving insurance company general accounts). In addition, Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code provide a limited exemption (the "service provider exemption") for the purchase and sale of securities and related lending transactions by a Plan if, among other applicable conditions, (i) the Plan pays no more than, and receives no less than, "adequate consideration" (as defined in such exemption) and (ii) neither the Party in Interest nor any of its affiliates directly or indirectly exercises any discretionary authority or control or renders investment advice with respect to the assets of the Plan being used to purchase or hold Notes. Any person proposing to acquire any Notes on behalf of a Plan should consult with counsel regarding the applicability of the prohibited transaction rules and the applicable exemptions thereto and all other relevant considerations. There are no assurances that any administrative or statutory exemptions under ERISA or Section 4975 of the Code will be available and apply with respect to transactions involving the Notes.

Each purchaser or holder of the Notes or any interest therein will be deemed to have represented by its purchase and holding thereof that (A) either (a) it is not a Plan or an Other Plan and it is not purchasing or holding the Notes on behalf of or with "plan assets" of any Plan or Other Plan or (b) such purchase and holding of the Notes does not constitute and will not result in a non-exempt prohibited transaction under ERISA or Section 4975 of the Code or a violation under any Similar Laws; and (B) if it is a Plan or it is purchasing or holding the Notes on behalf of or with "plan assets" of any Plan, it will be deemed to represent, warrant and agree on each day on which such beneficial owner acquires such Note or interest through and including the date on which it disposes of such Note or interest that, (i) none of the Issuer, the Initial Purchasers, the Agents and their respective affiliates has provided or will provide any investment advice within the meaning of 3(21) of ERISA to the Plan, or to any fiduciary or other person investing the assets of the Plan (the "**Fiduciary**"), in connection with its acquisition of the Notes, and (ii) the Fiduciary is exercising its own independent judgement in evaluating the investment of the Notes.

The Notes are contractual financial instruments. The financial exposure provided by the Notes is not and is not intended to be a substitute or proxy for individualized investment management or advice for the benefit of any purchaser or Noteholder. The Notes have not been designed and will not be administered in a manner intended to reflect the individualized needs or objectives of any purchaser or Noteholder.

Each purchaser or Noteholder acknowledges and agrees that:

(i) the purchaser, Noteholder or purchaser or Noteholder's fiduciary has made and will make all investment decisions for the purchaser or Noteholder, and the purchaser or Noteholder has not and will not rely in any way upon the Issuer or its affiliates to act as a fiduciary or adviser of the purchaser or Noteholder with respect to (A) the design and terms of the Notes, (B) the purchaser or Noteholder's investment in the Notes, or (C) the exercise, or failure to exercise, any rights that the Issuer or its affiliates may have under or with respect to the Notes;

(ii) the Issuer and its affiliates have acted and will act solely for their own account in connection with (A) all transactions relating to the Notes and (B) all hedging transactions in connection with their obligations under the Notes;

(iii) any and all assets and positions relating to hedging transactions by the Issuer or its affiliates are assets and positions of those entities and are not assets and positions held for the benefit of any purchaser or Noteholder;

(iv) the interests of the Issuer and its affiliates may be adverse to the interests of any purchaser or Noteholder; and

(v) neither the Issuer nor any of its affiliates are fiduciaries or advisers of the purchaser or Noteholder in connection with any such assets, positions or transactions, and any information that the Issuer or any of its affiliates may provide is not intended to be impartial investment advice.

Each purchaser and holder of the Notes has exclusive responsibility for ensuring that its purchase, holding and/or disposition of the Notes does not violate the fiduciary or prohibited transaction rules of ERISA, Section 4975 of the Code or any Similar Laws. The sale of any Notes to any Plan or Other Plan is in no respect a representation by the Issuer or any of its affiliates or representatives that such an investment is appropriate or meets all relevant legal requirements with respect to investments by Plans or Other Plans generally or any particular Plan or Other Plan. Accordingly, each fiduciary or other person considering an investment in the Notes for any Plan or Other Plan should consult with its legal advisor concerning an investment in, or any transaction involving, the Notes.

PLAN OF DISTRIBUTION

The Initial Purchasers have agreed to purchase all of the Notes being sold, subject to the satisfaction of certain conditions, pursuant to a purchase agreement dated September 27, 2018 (the "**Purchase Agreement**"). If an Initial Purchaser defaults, the Purchase Agreement provides that the purchase commitments of the non-defaulting Initial Purchasers may be increased or the Purchase Agreement may be terminated. The Initial Purchasers have advised the Issuer that they propose initially to offer the Notes at the price listed on the cover page of this Prospectus. After the initial offering of the Notes, the offering prices may from time to time be varied by the Initial Purchasers.

The Initial Purchasers are purchasing, severally and not jointly, the respective principal amount of Notes set forth opposite each Initial Purchaser's name in the table below:

Initial Purchasers	**Principal Amount of Notes**
SG Americas Securities, LLC	USD 320,000,000
Credit Suisse Securities (USA) LLC	USD 195,000,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	USD 195,000,000
Morgan Stanley & Co. LLC	USD 195,000,000
UBS Securities LLC	USD 195,000,000
Santander Investment Securities Inc.	USD 50,000,000
Standard Chartered Bank	USD 50,000,000
UniCredit Capital Markets LLC	USD 50,000,000
Total	**USD 1,250,000,000**

The Issuer has agreed in the Purchase Agreement to indemnify the Initial Purchasers against certain liabilities under the Securities Act or to contribute to payments the Initial Purchasers may be required to make in respect of those liabilities.

The Initial Purchasers are offering the Notes, subject to prior sale, when, as and if issued to and accepted by them subject to approval of legal matters by their counsel, including the validity of the Notes, and other conditions contained in the Purchase Agreement. In consideration therefor, the Initial Purchasers may receive certain fees and commissions payable by the Issuer pursuant to the Purchase Agreement. The Initial Purchasers reserve the right to withdraw, cancel or modify offers to investors and to reject orders in whole or in part.

Certain of the Initial Purchasers are not broker-dealers registered with the SEC, and therefore may not make sales of any Notes in the United States or to U.S. persons except in compliance with applicable U.S. laws and regulations. To the extent that any such Initial Purchaser intends to effect sales of the Notes in the United States, it will do so only through one or more affiliated U.S. registered broker dealers, or otherwise as permitted by applicable U.S. law.

Each purchaser of the Notes will be deemed to have made the acknowledgements, representations and agreements as described under "*Transfer Restrictions*".

The Issuer expects that delivery of the Notes will be made against payment therefore on or about the Issue Date which will be on or about the fifth business day following the date of pricing of the Notes (this settlement cycle being referred to as "T + 5"). Under Rule 15c6-l of the Exchange Act, trades in the secondary market are generally required to settle in two business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade Notes on the date of pricing or the next succeeding two business days will be required, by virtue of the fact that the Notes initially will settle in T + 5, to specify an alternative settlement cycle at the time of any such trade to prevent a failed settlement. Purchasers of the Notes who wish to trade the Notes on the date of pricing or the next two succeeding business days should consult their own advisor.

The Issuer has agreed that, until the closing of the offering of the Notes, it will not, without the prior written consent of the Initial Purchasers, directly or indirectly, issue, sell, offer or agree to sell, grant any option for the sale of, or otherwise dispose of, in the United States any of the Issuer's other debt securities of the same class as the Notes or its securities that are convertible into, or exchangeable for, the Notes or such other debt securities. However, the Issuer has also agreed with the Initial Purchasers that the foregoing restriction shall

not apply to (i) certificates of deposit, either directly or through dealers, by any branch or agency of the Issuer in the United States or (ii) commercial paper by any subsidiary or affiliate of the Issuer in the United States or (iii) securities offered and sold in reliance on Regulation S.

The Notes are new issues of securities with no established trading market. The Initial Purchasers are not obligated to make a market in the Notes and, accordingly, no assurance can be given as to the liquidity of, or trading market for, the Notes. In connection with the offering, the Initial Purchasers may purchase and sell Notes in the open market. These transactions may include over-allotment, syndicate covering transactions and stabilizing transactions. Over-allotment involves syndicate sales of Notes in excess of the principal amount of the Notes to be purchased by the Initial Purchasers in the offering, which creates a syndicate short position. Syndicate covering transactions involve purchases of the Notes in the open market after the distribution has been completed in order to cover syndicate short positions. Stabilizing transactions consist of certain bids or purchases of Notes made for the purpose of pegging, fixing or maintaining the price of the Notes.

Any of these activities may cause the price of the Notes to be higher than the price that otherwise would exist in the open market in the absence of such transactions. These transactions may be effected in the over-the-counter market or otherwise and, if commenced, may be discontinued at any time at the sole discretion of the Initial Purchasers, as applicable.

If the Notes are traded, they may trade at a discount from their initial offering price, depending on prevailing interest rates, the market for similar securities, the performance of the Issuer and other factors.

No action has been or will be taken in any jurisdiction that would permit a public offering of the Notes or the possession, circulation or distribution of any material relating to the Issuer in any jurisdiction where action for such purpose in required. Accordingly, the Notes may not be offered or sold, directly or indirectly, nor may any offering material or advertisement in connection with the Notes (including this document and any amendment or supplement hereto) be distributed or published, in or from any country or jurisdiction except under circumstances that will result in compliance with any applicable rules and regulations of any such country or jurisdiction.

Other Relationships

SG Americas Securities, LLC, one of the Initial Purchasers, is an indirect wholly-owned subsidiary of Société Générale.

Each Initial Purchaser or its affiliates has engaged in or may in the future engage in investment banking and other commercial dealings in the ordinary course of business with the Issuer or its affiliates and the Initial Purchasers have or will receive customary fees and commissions in connection therewith.

In addition, in the ordinary course of their business activities, the Initial Purchasers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or its affiliates. Certain of the Initial Purchasers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Initial Purchasers and their affiliates would hedge such exposure by entering into transactions that consist of either the purchase of credit default swaps or the creation of short positions in the Issuer's securities, including potentially the Notes offered hereby. Any such short positions could adversely affect future trading prices of the Notes offered hereby. The Initial Purchasers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments. For the purpose of this paragraph, the term "affiliates" includes parent companies.

Selling Restrictions

United States of America

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption

from, or in a transaction not subject to, the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

Each of the Initial Purchasers has agreed that, except as permitted by the Purchase Agreement, it will not offer or sell the Notes within the United States or to, or for the account or benefit of, U.S. persons (i) as part of its distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the date the Notes are issued, and it will have sent to each dealer to which it sells the Notes (other than a sale pursuant to Rule 144A) during the 40-day distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S.

The Initial Purchasers propose to offer the Notes for resale in transactions not requiring registration under the Securities Act or applicable state securities laws, including sales pursuant to Rule 144A and Regulation S. The Initial Purchasers will not offer or sell the Notes except:

- to persons they reasonably believe to be QIBs within the meaning of Rule 144A; or
- pursuant to offers and sales to non-U.S. persons outside the United States within the meaning of Regulation S.

In addition, until 40 days after the commencement of this offering, an offer or sale of the Notes within the United States by a dealer (whether or not participating in this offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A.

Resales of the Notes are restricted as described under "*Transfer Restrictions*".

Canada

The Notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this Prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 *Underwriting Conflicts* (**NI 33-105**), the Initial Purchasers are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

EEA

Each Initial Purchaser has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the European Economic Area. For the purposes of this provision:

a) the expression "retail investor" means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or

(ii) a customer within the meaning of Directive 2002/92/EC, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or

(iii) not a qualified investor as defined in the Prospectus Directive; and

b) the expression an "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

MIFID II product governance / Professional investors and ECPs only target market – Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Notes taking into account the five categories referred to in item 18 of the Guidelines published by ESMA on February 5, 2018 has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the manufacturer's target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

France

The Issuer and each of the Initial Purchasers, have represented and agreed that (i) no prospectus (including any amendment, supplement or replacement thereto) has been prepared in connection with the offering of the Notes that has been approved by the AMF or by the competent authority of another state that is a contracting party to the Agreement on the EEA and notified to the AMF, and (ii) it has not offered or sold and will not offer or sell, directly or indirectly, the Notes to the public in France, and it has not distributed or caused to be distributed and will not distribute or cause to be distributed, to the public in France, this Prospectus or any other offering material relating to the Notes, and such offers, sales and distributions have been and will be made in France only to (a) persons providing investment services relating to portfolio management for the account of third parties (*personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers*); and/or (b) qualified investors (*investisseurs qualifiés*) acting for their own account as defined in, and in accordance with, Articles L. 411-1, L. 411-2 and D. 411-1 of the French *Code monétaire et financier*.

United Kingdom

Each Initial Purchaser has represented, warranted and agreed that:

(1) 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 the Notes in circumstances in which Section 21(1) of the FSMA would not, if the Issuer were not an "authorised person", apply to the Issuer; and

(2) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

Switzerland

Each Initial Purchaser has represented and agreed that (a) it has not publicly offered, sold or advertised, and will not publicly offer, sell or advertise, directly or indirectly, the Notes in or from Switzerland, as such term is defined or interpreted under the Swiss Code of Obligations ("**CO**"); and (b) neither this Prospectus nor any documents related to the Notes constitute a prospectus within the meaning of art. 652a or art. 1156 CO. Neither the Issuer nor any Initial Purchaser has applied for a listing of the Notes on the SIX Swiss Exchange or any other regulated securities market in Switzerland and, consequently, the information presented in this Prospectus does not necessarily comply with the information standards set out in the listing rules of SIX Swiss Exchange or any other rules.

The People's Republic of China (Excluding Hong Kong, Macau and Taiwan)

The Notes may not be offered or sold directly or indirectly within the borders of the People's Republic of China ("**PRC**," which, for such purposes, does not include the Hong Kong or Macau Special Administrative Regions or Taiwan). The offering material or information contained herein relating to the Notes, which has not been and will not be submitted to or approved/verified by or registered with any relevant governmental authorities in the PRC (including but not limited to the China Securities Regulatory Commission), may not be

supplied to the public in the PRC or used in connection with any offer for the subscription or sale of the Notes in the PRC. The offering material or information contained herein relating to the Notes does not constitute an offer to sell or the solicitation of an offer to buy any securities in the PRC. The Notes may only be offered or sold to PRC investors that are authorized to engage in the purchase of Notes of the type being offered or sold, including but not limited to those that are authorized to engage in the purchase and sale of foreign exchange for itself and on behalf of its customers and/or purchase and sale of government bonds or financial bonds and/or purchase and sale of debt securities denominated in foreign currency other than stocks. PRC investors are responsible for obtaining all relevant approvals/licenses, verification and/or registrations themselves from relevant governmental authorities (including but not limited to the China Securities Regulatory Commission), and complying with all relevant PRC regulations, including, but not limited to, all relevant foreign exchange regulations and/or foreign investment regulations.

Hong Kong

Each Initial Purchaser has represented and agreed that:

(1) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes other than (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or (b) 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

(2) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended, the "**FIEL**") and each of the Initial Purchasers has represented and agreed that it will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan (which terms as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the FIEL and any other applicable laws and regulations of Japan.

Korea

For institutional investors only. The Notes have not been and will not be registered under the Financial Investment Services and Capital Markets Act of Korea and none of the Notes may be offered or sold, directly or indirectly, in Korea or to any resident of Korea, or to any persons for reoffering or resale, directly or indirectly, in Korea or to, or for the account or benefit of, any resident of Korea (as such term defined in the Foreign Exchange Transaction Law of Korea and rules and regulations promulgated thereunder), except as otherwise permitted under applicable laws and regulations.

Singapore

Each Initial Purchaser has acknowledged that this Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Initial Purchaser has represented and agreed that this Prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes may not be circulated or distributed, nor may the Notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the "**SFA**"), (ii) to a relevant person under Section 275(1) of the SFA, or any

person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions, specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is: (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor, 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 6 months after that corporation or that trust has acquired the notes pursuant to an offer made under Section 275 of the SFA except: (1) to an institutional investor or to a relevant person 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; (2) where no consideration is or will be given for the transfer; (3) where the transfer is by operation of law; (4) as specified in Section 276(7) of the SFA; or (5) as specified in Regulation 32 of the Securities and Futures (Offer of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

Taiwan

The Notes have not been and will not be registered or filed with, or approved by, the Financial Supervisory Commission of Taiwan and/or other regulatory authority of Taiwan pursuant to relevant securities laws and regulations and may not be sold, issued or offered within Taiwan through a public offering or in circumstances which constitute an offer within the meaning of the Securities and Exchange Act of Taiwan or relevant laws and regulations that requires a registration, filing or approval of the Financial Supervisory Commission of Taiwan and/or other regulatory authority of Taiwan. No person or entity in Taiwan has been authorized to offer or sell the Notes in Taiwan.

TRANSFER RESTRICTIONS

The Notes are subject to restrictions on transfer as summarized below. By purchasing Notes, each Noteholder will be deemed to have made the following acknowledgements, representations to and agreements with the Issuer and the Initial Purchasers:

1. It acknowledges that:

   - the Notes have not been registered under the Securities Act or any other securities laws and are being offered for resale in transactions that do not require registration under the Securities Act or any other securities laws; and

   - unless so registered, the Notes may not be offered, sold or otherwise transferred except under an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act or any other applicable securities laws, and, if applicable, in compliance with the conditions for transfer set forth in paragraph (5) below.

2. It represents that it is not an affiliate (as defined in Rule 144) of the Issuer, that it is not acting on the Issuer's behalf and that either:

   - it is a QIB and is purchasing the Notes for its own account or for the account of another QIB, and it is aware that the Initial Purchasers are selling the Notes to it in reliance on Rule 144A; or

   - it is not a U.S. person (as defined in Regulation S) and is purchasing Notes in an offshore transaction in accordance with Regulation S.

3. It acknowledges that neither the Issuer nor the Initial Purchasers nor any person representing it or them has made any representation to it with respect to the Issuer or the offering of the Notes, other than the information contained or incorporated by reference in this Prospectus. It represents that it is relying only on this Prospectus in making its investment decision with respect to the Notes. It agrees that it has had access to such financial and other information concerning the Issuer and the Notes as it has deemed necessary in connection with its decision to purchase Notes, including an opportunity to ask the Issuer questions and request information.

4. It represents that (A) either (a) it is neither (i) an employee benefit plan that is subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), or a plan, account or arrangement subject to Section 4975 of the Internal Revenue Code of 1986, as amended (the "**Code**"), including entities such as collective investment funds, partnerships and separate accounts whose underlying assets include the assets of such plan, account or arrangement (each, a "**Plan**") nor (ii) an employee benefit plan that is a governmental plan (as defined in Section 3(32) of ERISA), non-electing church plan (as defined in Section 3(33) of ERISA) or non-U.S. plan (as described in Section 4(b)(4) of ERISA) (each, an "**Other Plan**") and it is not purchasing or holding the Notes on behalf of or with "plan assets" of any Plan or Other Plan or (b) such purchase and holding of the Notes does not constitute and will not result in a non-exempt prohibited transaction under Section 406 of ERISA and/or Section 4975 of the Code or a violation of similar rules under other applicable laws or regulations; and (B) if it is a Plan, it will be deemed to represent, warrant and agree on each day on which such beneficial owner acquires such Note or interest through and including the date on which it disposes of such Note or interest that, (i) none of the Issuer, the Initial Purchasers, the Agents and their respective affiliates has provided or will provide any investment advice within the meaning of 3(21) of ERISA to the Plan, or to any fiduciary or other person investing the assets of the Plan (the "**Fiduciary**"), in connection with its acquisition of the Notes, and (ii) the Fiduciary is exercising its own independent judgement in evaluating the investment of the Notes.

5. If it is are a purchaser of Notes pursuant to Rule 144A, it represents that it is purchasing Notes for its own account, or for one or more investor accounts for which it is acting as a fiduciary or agent, in each case not with a view to, or for offer or sale in connection with, any distribution of the Notes in violation of the Securities Act, subject to any requirement of law that the disposition of your property or the property of that investor account or accounts be at all times within your or their control and subject to its or their ability to resell the Notes pursuant to Rule 144A or any other available

exemption from registration under the Securities Act. It further agrees, and each subsequent Noteholder by its acceptance of the Notes will agree, that the Notes may be offered, sold or otherwise transferred, if prior to the date: (i) that is at least one year after the later of the last original Issue Date of the Notes and (ii) the date on which the Issuer determines that the legend to this effect shall be deemed removed from the corresponding Restricted Global Certificate, only:

A) to the Issuer or any of its subsidiaries;

B) pursuant to an effective registration statement under the Securities Act,

C) to a QIB in compliance with Rule 144A;

D) in an offshore transaction complying with Rule 903 or Rule 904 of Regulation S; or

E) pursuant to any other available exemption from registration requirements of the Securities Act,

provided that as a condition to registration of transfer of the Notes, the Issuer or the Fiscal Agent may require delivery of any documents or other evidence that the Issuer or the Fiscal Agent each, in their discretion, deem necessary or appropriate to evidence compliance with one of the exemptions referred to above, and, in each case, in accordance with the applicable securities laws of the states of the United States and other jurisdictions.

It also acknowledges that each Restricted Global Certificate will contain a legend substantially to the following effect:

THIS LEGEND SHALL BE REMOVED SOLELY AT THE OPTION OF THE ISSUER.

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), AND MAY NOT BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE ACQUIRER:

(1) REPRESENTS THAT IT, AND ANY ACCOUNT FOR WHICH IT IS ACTING, IS A "QUALIFIED INSTITUTIONAL BUYER" (WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT) AND THAT IT EXERCISES SOLE INVESTMENT DISCRETION WITH RESPECT TO EACH SUCH ACCOUNT;

(2) REPRESENTS THAT (X) EITHER (A) IT IS NEITHER (I) AN EMPLOYEE BENEFIT PLAN THAT IS SUBJECT TO TITLE I OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), OR A PLAN, ACCOUNT OR ARRANGEMENT SUBJECT TO SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**"), INCLUDING ENTITIES SUCH AS COLLECTIVE INVESTMENT FUNDS, PARTNERSHIPS AND SEPARATE ACCOUNTS WHOSE UNDERLYING ASSETS INCLUDE THE ASSETS OF SUCH PLAN, ACCOUNT OR ARRANGEMENT (EACH, A "**PLAN**") NOR (II) AN EMPLOYEE BENEFIT PLAN THAT IS A GOVERNMENTAL PLAN (AS DEFINED IN SECTION 3(32) OF ERISA), NON-ELECTING CHURCH PLAN (AS DEFINED IN SECTION 3(33) OF ERISA) OR NON-U.S. PLAN (AS DESCRIBED IN SECTION 4(B)(4) OF ERISA) (EACH, AN "**OTHER PLAN**") AND IT IS NOT PURCHASING OR HOLDING THE NOTES ON BEHALF OF OR WITH "PLAN ASSETS" OF ANY PLAN OR OTHER PLAN OR (B) SUCH PURCHASE AND HOLDING OF THE NOTES DOES NOT CONSTITUTE AND WILL NOT RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE OR A VIOLATION OF SIMILAR RULES UNDER OTHER APPLICABLE LAWS OR REGULATIONS; AND (Y) IF IT IS A PLAN, IT WILL BE DEEMED TO REPRESENT, WARRANT AND AGREE ON EACH DAY ON WHICH SUCH BENEFICIAL OWNER ACQUIRES SUCH NOTE OR INTEREST THROUGH AND INCLUDING THE DATE ON WHICH IT DISPOSES OF SUCH NOTE OR INTEREST THAT, (I) NONE OF THE ISSUER, THE INITIAL PURCHASERS, THE AGENTS AND THEIR RESPECTIVE AFFILIATES HAS PROVIDED OR WILL PROVIDE ANY INVESTMENT ADVICE WITHIN THE MEANING OF 3(21) OF ERISA TO THE PLAN, OR TO ANY FIDUCIARY OR OTHER PERSON INVESTING THE ASSETS OF THE PLAN (THE "**FIDUCIARY**"), IN CONNECTION WITH ITS

ACQUISITION OF THE NOTES, AND (II) THE FIDUCIARY IS EXERCISING ITS OWN INDEPENDENT JUDGEMENT IN EVALUATING THE INVESTMENT OF THE NOTES; AND

(3) AGREES FOR THE BENEFIT OF THE ISSUER THAT IT WILL NOT OFFER, SELL, PLEDGE, OR OTHERWISE TRANSFER THIS SECURITY OR ANY BENEFICIAL INTEREST HEREIN PRIOR TO THE RESALE RESTRICTION TERMINATION DATE (AS DEFINED IN THE NEXT PARAGRAPH), EXCEPT:

A) TO THE ISSUER OR ANY SUBSIDIARY THEREOF;

B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BECOME EFFECTIVE UNDER THE SECURITIES ACT;

C) TO A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT;

D) PURSUANT TO OFFERS AND SALES THAT OCCUR OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 903 OR 904 UNDER REGULATION S UNDER THE SECURITIES ACT; OR

E) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

THE RESALE RESTRICTION TERMINATION DATE WILL BE THE DATE: (1) THAT IS AT LEAST ONE YEAR AFTER THE LAST ORIGINAL ISSUE DATE HEREOF; AND (2) ON WHICH THE ISSUER DETERMINES THAT THIS LEGEND (OTHER THAN THE FIRST PARAGRAPH HEREOF) SHALL BE DEEMED REMOVED FROM THIS SECURITY.

PRIOR TO THE REGISTRATION OF ANY TRANSFER IN ACCORDANCE WITH PARAGRAPH 3(E) ABOVE, THE ISSUER AND THE FISCAL AGENT RESERVE THE RIGHT TO REQUIRE THE DELIVERY OF SUCH LEGAL OPINIONS, CERTIFICATIONS, OR OTHER EVIDENCE AS MAY REASONABLY BE REQUIRED IN ORDER TO DETERMINE THAT THE PROPOSED TRANSFER IS BEING MADE IN COMPLIANCE WITH THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. NO REPRESENTATION IS MADE AS TO THE AVAILABILITY OF ANY EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

6. If it is a purchaser of the Notes under Regulation S, it will be deemed to:

A) acknowledge that the Notes have not been and will not be registered under the Securities Act or with any securities regulatory authority in any jurisdiction and, until so registered, may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except as set forth below: and

B) agree that if it should resell or otherwise transfer the Notes prior to the expiration of a distribution compliance period (defined as 40 days after the later of the closing date with respect to the Notes and the completion of the distribution of the Notes), it will do so only (i)(A) outside the United States in compliance with Rule 903 or 904 under the Securities Act or (B) to a QIB in compliance with Rule 144A, and (ii) in accordance with all applicable securities laws of the states of the United States or any other jurisdictions.

It also acknowledges that each Unrestricted Global Certificate will contain a legend substantially to the following effect:

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), AND MAY NOT BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE ACQUIRER:

(1) REPRESENTS THAT IT IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION;

(2) REPRESENTS THAT (X) EITHER (A) IT IS NEITHER (I) AN EMPLOYEE BENEFIT PLAN THAT IS SUBJECT TO TITLE I OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT

OF 1974, AS AMENDED ("**ERISA**"), OR A PLAN, ACCOUNT OR ARRANGEMENT SUBJECT TO SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**"), INCLUDING ENTITIES SUCH AS COLLECTIVE INVESTMENT FUNDS, PARTNERSHIPS AND SEPARATE ACCOUNTS WHOSE UNDERLYING ASSETS INCLUDE THE ASSETS OF SUCH PLAN, ACCOUNT OR ARRANGEMENT (EACH, A "**PLAN**") NOR (II) AN EMPLOYEE BENEFIT PLAN THAT IS A GOVERNMENTAL PLAN (AS DEFINED IN SECTION 3(32) OF ERISA), NON-ELECTING CHURCH PLAN (AS DEFINED IN SECTION 3(33) OF ERISA) OR NON-U.S. PLAN (AS DESCRIBED IN SECTION 4(B)(4) OF ERISA) (EACH, AN "**OTHER PLAN**") AND IT IS NOT PURCHASING OR HOLDING THE NOTES ON BEHALF OF OR WITH "PLAN ASSETS" OF ANY PLAN OR OTHER PLAN OR (B) SUCH PURCHASE AND HOLDING OF THE NOTES DOES NOT CONSTITUTE AND WILL NOT RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE OR A VIOLATION OF SIMILAR RULES UNDER OTHER APPLICABLE LAWS OR REGULATIONS; AND (Y) IF IT IS A PLAN, IT WILL BE DEEMED TO REPRESENT, WARRANT AND AGREE ON EACH DAY ON WHICH SUCH BENEFICIAL OWNER ACQUIRES SUCH NOTE OR INTEREST THROUGH AND INCLUDING THE DATE ON WHICH IT DISPOSES OF SUCH NOTE OR INTEREST THAT, (I) NONE OF THE ISSUER, THE INITIAL PURCHASERS, THE AGENTS AND THEIR RESPECTIVE AFFILIATES HAS PROVIDED OR WILL PROVIDE ANY INVESTMENT ADVICE WITHIN THE MEANING OF 3(21) OF ERISA TO THE PLAN, OR TO ANY FIDUCIARY OR OTHER PERSON INVESTING THE ASSETS OF THE PLAN (THE "**FIDUCIARY**"), IN CONNECTION WITH ITS ACQUISITION OF THE NOTES, AND (II) THE FIDUCIARY IS EXERCISING ITS OWN INDEPENDENT JUDGEMENT IN EVALUATING THE INVESTMENT OF THE NOTES;

(3) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY ONLY:

(A) TO THE ISSUER OR ANY AFFILIATE THEREOF;

(B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BECOME EFFECTIVE UNDER THE SECURITIES ACT;

(C) FOR SO LONG AS THE NOTES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ("**RULE 144A**"), TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A;

(D) PURSUANT TO OFFERS AND SALES THAT OCCUR OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 903 OR 904 UNDER REGULATION S UNDER THE SECURITIES ACT; OR

(E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT,

IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES OR ANY OTHER APPLICABLE JURISDICTION; AND

(4) AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS RESTRICTIVE LEGEND. THIS LEGEND WILL BE REMOVED AFTER 40 CONSECUTIVE DAYS BEGINNING ON AND INCLUDING THE LATER OF (A) THE DAY ON WHICH THE NOTES ARE OFFERED TO PERSONS OTHER THAN DISTRIBUTORS (AS DEFINED IN REGULATION S) AND (B) THE DATE OF THE CLOSING OF THE ORIGINAL OFFERING. AS USED HEREIN, THE TERMS "OFFSHORE TRANSACTION", "UNITED STATES" AND "U.S. PERSON" HAVE THE MEANINGS GIVEN TO THEM BY REGULATION S UNDER THE SECURITIES ACT.

7. It acknowledges that the Issuer, the Agents, the Initial Purchasers and others will rely upon the truth and accuracy of the above acknowledgments, representations and agreements. It agrees that if any of the acknowledgments, representations or agreements it is deemed to have made by its purchase of Notes is no longer accurate, it will promptly notify the Issuer and the Initial Purchasers. If it is purchasing any Notes as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each of those accounts and that it has full power to make the above acknowledgments, representations and agreements on behalf of each account.

For a discussion of the requirements to effect exchanges or transfers of interests in the Global Certificates, see "*The Global Certificates*."

LEGAL MATTERS

White & Case LLP will act as U.S., English and French legal counsel to the Issuer. Davis Polk & Wardwell London LLP will act as U.S. and English counsel for the Initial Purchasers.

INDEPENDENT AUDITORS

The Issuer's annual consolidated financial statements as of and for the years ended December 31, 2015, 2016 and 2017 incorporated by reference in this Prospectus have been audited by Ernst & Young et Autres and Deloitte & Associés as joint statutory auditors, as stated in their reports respectively incorporated by reference in this Prospectus. Ernst & Young et Autres and Deloitte & Associés have rendered a limited review report on the Issuer's interim consolidated financial statements as of and for the six-month periods ended June 30, 2017 and 2018 incorporated by reference in this Prospectus. Ernst & Young et Autres are members of the French *Compagnie nationale des commissaires aux comptes* and their address is Tour First, TSA 14444, 92037 Paris-La Défense Cedex, France. Deloitte & Associés are members of the French *Compagnie nationale des commissaires aux comptes* and their address is 6, place de la Pyramide, 92908 Paris-La Défence Cedex, France.

GENERAL INFORMATION

Listing and admission to trading

Application has been made for the Notes to be admitted to listing on the Official List of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange with effect from the Issue Date. The Issuer estimates that the amount of expenses related to the admission to trading of the Notes will be approximately EUR 19,700.

Authorization

The issuance of the Notes was decided, pursuant to a resolution of the board of directors (*conseil d'administration*) of the Issuer dated February 7, 2018, by a duly authorized representative of the Issuer.

No significant change in financial or trading position

There has been no significant change in the financial or trading position of the Issuer or the Group since June 30, 2018.

No material adverse change

There has been no material adverse change in the prospects of the Issuer since its audited financial statements dated December 31, 2017.

Litigation

Except as disclosed on page 1 of this Prospectus, on pages 444-447 of the 2018 Registration Document, on pages 36-37 of the First Update to the 2018 Registration Document, and on pages 3-5, 55 and 158-163 of the Second Update to the 2018 Registration Document incorporated by reference herein, there are no litigation, arbitration or administrative proceedings relating to claims or amounts during the period covering at least the previous twelve months which are material in the context of the issue of the Notes to which the Issuer is a party nor, to the best of the knowledge and belief of the Issuer, are there any threatened litigation, arbitration or administrative proceedings relating to claims or amounts during the period covering at least the previous twelve months which are material in the context of the issue of the Notes which would in either case jeopardize its ability to discharge its obligation in respect of the Notes.

Availability of documents

For the period of 12 months following the date of this Prospectus, copies of the following documents will, when published, be available, upon request, free of charge, from the registered office of the Issuer and from the specified office of the Luxembourg Listing Agent at the address given at the end of this Prospectus:

(i) copies of the *statuts* of Société Générale (with English translation thereof);

(ii) the 2018 Registration Document, the First Update to the 2018 Registration Document, the Second Update to the 2018 Registration Document, the 2017 Registration Document and the 2016 Registration Document;

(iii) the Agency Agreement (which includes, *inter alia*, the forms of the Global Certificates); and

(iv) this Prospectus and any other documents incorporated therein by reference.

In addition, this Prospectus, and documents incorporated by reference herein, will be published on the website of the Luxembourg Stock Exchange (www.bourse.lu).

Yield

There is no explicit yield to maturity. The Notes do not carry a fixed date for redemption and the Issuer is not obliged, and under certain circumstances is not permitted, to make payments on the Notes at the full stated rate. The interest rate is also subject to periodic resetting.

For information purposes only, the yield of the Notes calculated on the basis of the Issue Price and the Initial Interest Rate from, and, including the Issue Date up to, but excluding the First Call Date and assuming no

Write-Down during such period, would be 7.375% per annum. It is not an indication of the actual yield for such period or of any future yield.

ISIN, Common Code and CUSIP

The identification numbers for the Notes are as follows:

Unrestricted Notes

ISIN: USF84914CU62

Common Code: 189069685

CUSIP: F84914 CU6

Restricted Notes

ISIN: US83367TBV08

Common Code: 189069570

CUSIP: US83367TBV0

Interests of natural and legal persons

Except as disclosed in "*Plan of Distribution*", there is no interest, including conflicting interests, of any natural or legal persons that is material to the issue of the Notes.

REGISTERED OFFICE OF THE ISSUER

Société Générale
29 boulevard Haussmann
75009 Paris
France

GLOBAL COORDINATOR AND STRUCTURING ADVISOR

SG Americas Securities, LLC
245 Park Avenue
New York, NY 10167
United States of America

JOINT LEAD MANAGERS AND BOOKRUNNERS

Credit Suisse Securities (USA) LLC
Eleven Madison Avenue
New York, New York 10010-3629
United States of America

Merrill Lynch, Pierce, Fenner & Smith Incorporated
One Bryant Park
New York, NY 10036
United States of America

Morgan Stanley & Co. LLC
1585 Broadway, 29th Floor
New York, NY 10036
United States of America

SG Americas Securities, LLC
245 Park Avenue
New York, NY 10167
United States of America

UBS Securities LLC
1285 Avenue of the Americas
New York, New York 10019
United States of America

JOINT LEAD MANAGERS

Santander Investment Securities Inc.
45 East 53rd Street
New York, New York 10022
United States of America

Standard Chartered Bank
One Basinghall Avenue
London EC2V 5DD
United Kingdom

UniCredit Capital Markets LLC
150 East 42nd Street
New York, New York 10017
United States of America

AUDITORS OF THE ISSUER

Ernst & Young et Autres
Tour First
TSA 14444
92037 Paris-La Défense Cedex
France

Deloitte & Associés
6, place de la Pyramide
92908 Paris-La Défence Cedex
France

LEGAL ADVISERS

To the Issuer as to French law, English law and U.S. law

White & Case LLP
19, Place Vendôme
75001 Paris
France

To the Initial Purchasers as to English law and U.S. law

Davis Polk & Wardwell London LLP
5 Aldermanbury Square
London EC2V 7HR
United Kingdom

FISCAL AGENT, PAYING AGENT, TRANSFER AGENT, CALCULATION AGENT AND REGISTRAR

U.S. Bank National Association
100 Wall Street – 16th floor
New York, New York 10005
United States of America

LUXEMBOURG LISTING AGENT

Société Générale Bank & Trust
11 avenue Emile Reuter
L-2420 Luxembourg
Luxembourg