



**SUPPLEMENT DATED 14 JANUARY 2022  
PURSUANT TO THE BASE PROSPECTUS DATED 4 JUNE 2021**

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

**Debt Instruments Issuance Programme**

This supplement dated 14 January 2022 (the **Supplement**) constitutes a supplement for the purposes of Article 23(1) of the Regulation (EU) 2017/1129 (the **Prospectus Regulation**) to the Debt Instruments Issuance Programme prospectus dated 4 June 2021 (the **Base Prospectus**).

The purpose of this Supplement is to:

- update the sections “Regulatory Information” and “Description of Societe Generale Indices (“SGI INDICES”)” to include new SGI Indices.
- Correct the Condition 3.2 “Interest on Floating Rate Notes” and Condition 9 “Events of Default” of the General Terms and Conditions of the English Law Notes and of the General Terms and Conditions of the French Law Notes.
- Correct some provisions in the section “Form of final Terms”.
- Correct some provisions in the section “Additional Terms and Conditions for Portfolio Linked Notes”

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

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

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

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

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

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

In accordance with Article 23(2a) of the Regulation (EU) 2017/1129, investors who have already agreed to purchase or subscribe for the securities before this Supplement is published have the right, exercisable within a time-limit of three business days after the publication of this Supplement (no later than 19 January 2022) to withdraw their acceptances. Investors may contact the financial intermediary or the issuer, as the case may be, should they wish to exercise the right of withdrawal.

## I. SECTION “DESCRIPTION OF SOCIETE GENERALE INDICES (“SGI INDICES”)

The list of SGI Indices which may be used as underlyings under the Base Prospectus is modified on page 626 with the provisions added in red, as follows:

“The following SGI Indices may be used as underlyings:

- SGMDGRFE index - Global Rotation Funds EUR Index
- SGMDGPPB Index - SGI Global 85% Progressive Protection Bond Index
- IND1GMAS Index - Global Multi Asset Strategy EUR Index
- IND1BQSI Index - Banor Quality Equity Selection Index
- SGMDPP90 Index - SGI Progressive Protection 90 Index
- SGITEGD Index - SGI European Green Deal Index
- SGIXTLU Index - SGI World Travel and Leisure Index
- SGITGAMA Index - SGI Greener America Ahead Index
- ERIX Index - European Renewable Energy Total Return Index in EUR
- SGIXROBO Index - Rise Of The Robots Index (USD - Net Total Return)
- SGMDDP95 – SGI Dynamic Protection 95% Index (EUR – Total Return)
- SGMDPP85 – SGI ESG 85% Progressive Protection Bond Index (EUR – Total Return)
- SGITEGDA - SGI European Green Deal AR 5% Index (EUR – Adjusted Return)
- SGMDMC95 - SGI Moorea Sustainable Crescendo 95% Index (EUR – Total Return)
- SGMDMJ22 - SGI Multi Asset Janvier 2022 90% Index (EUR - Total Return)
- SGMDROBT - SG Rise Of The Robots VT 9 Index (Excess Return - USD)
- SGMDGP85 - SGI Global Progressive Protection 85 (SEK – Total Return)”

## II. SECTION “REGULATORY INFORMATION”

The benchmark table is modified on pages 51 and 52 with the provisions added in red as follows:

<b>Benchmark</b>	<b>Administrator</b>	<b>Register</b>
LIBOR	ICE Benchmark Administration Limited	Does not appear and non-exempted
USD-LIBOR	ICE Benchmark Administration Limited	Does not appear and non-exempted
GBP-LIBOR	ICE Benchmark Administration Limited	Does not appear and non-exempted
EURIBOR	European Money Markets Institute (EMMI)	Appears

EUR-EURIBOR-Swap Rate 11:00	ICE Benchmark Administration Limited	Does not appear and non-exempted
USD-CMS	ICE Benchmark Administration Limited	Does not appear and non-exempted
USD-LIBOR- ICE Swap Rate 11:00	ICE Benchmark Administration Limited	Does not appear and non-exempted
SHIBOR	People's Bank of China	Does not appear and exempted
CIBOR	Danish Financial Benchmark Facility ApS	Appears
NIBOR	Norske Finansielle Referanser AS (NoRe)	Appears
STIBOR	Swedish Financial Benchmark Facility	Does not appear and non-exempted
FTSE MIB index	FTSE International Limited	Does not appear and non-exempted
SGMDGRFE index - Global Rotation Funds EUR Index	Societe Generale	Appears
SGMDGPPB Index - SGI Global 85% Progressive Protection Bond Index	Societe Generale	Appears
IND1GMAS Index - Global Multi Asset Strategy EUR Index	Societe Generale	Appears
IND1BQSI Index - Banor Quality Equity Selection Index	Societe Generale	Appears
SGMDPP90 Index - SGI Progressive Protection 90 Index	Societe Generale	Appears
SGITEGD Index - SGI European Green Deal Index	Societe Generale	Appears
SGI World Travel and Leisure Index	Societe Generale	Appears
SGITGAMA Index - SGI Greener America Ahead Index	Societe Generale	Appears
ERIX Index - European Renewable Energy Total Return Index in EUR	Societe Generale	Appears

SGIXROBO Index - Rise Of The Robots Index (USD - Net Total Return)	Societe Generale	Appears
SGMDDP95 – SGI Dynamic Protection 95% Index (EUR – Total Return)	Societe Generale	Appears
SGMDPP85 – SGI ESG 85% Progressive Protection Bond Index (EUR – Total Return)	Societe Generale	Appears
SGITEGDA - SGI European Green Deal AR 5% Index (EUR – Adjusted Return)	Societe Generale	Appears
SGMDMC95 - SGI Moorea Sustainable Crescendo 95% Index (EUR – Total Return)	Societe Generale	Appears
SGMDMJ22 - SGI Multi Asset Janvier 2022 90% Index (EUR - Total Return)	Societe Generale	Appears
SGMDROBT - SG Rise Of The Robots VT 9 Index (Excess Return - USD)”	Societe Generale	Appears
SGMDGP85 - SGI Global Progressive Protection 85 (SEK – Total Return)	Societe Generale	Appears
AL	London Metal Exchange Limited (LME)	Does not appear and non-exempted
AL3	London Metal Exchange Limited (LME)	Does not appear and non-exempted
CU	London Metal Exchange Limited (LME)	Does not appear and non-exempted
CU3	London Metal Exchange Limited (LME)	Does not appear and non-exempted
GI	European Energy Exchange (EEX)	Appears

GOA	ICE Benchmark Administration Limited (IBA)	Does not appear and non-exempted
MCU	London Metal Exchange Limited (LME)	Does not appear and non-exempted
NI	London Metal Exchange Limited (LME)	Does not appear and non-exempted
NI3	London Metal Exchange Limited (LME)	Does not appear and non-exempted
PB	London Metal Exchange Limited (LME)	Does not appear and non-exempted
PB3	London Metal Exchange Limited (LME)	Does not appear and non-exempted
GO	ICE Benchmark Administration Limited (IBA)	Does not appear and non-exempted
PDA	London Metal Exchange Limited (LME)	Does not appear and non-exempted
PD	London Metal Exchange Limited (LME)	Does not appear and non-exempted
PTA	London Metal Exchange Limited (LME)	Does not appear and non-exempted
PT	London Metal Exchange Limited (LME)	Does not appear and non-exempted
SI	ICE Benchmark Administration Limited (IBA)	Does not appear and non-exempted
ZN	London Metal Exchange Limited (LME)	Does not appear and non-exempted
ZN3	London Metal Exchange Limited (LME)	Does not appear and non-exempted

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

(i) *The Condition 3.2 “Interest on Floating Rate Notes” of the General Terms and Conditions of the English Law Notes on page 148 is modified as follows:*

*a. The last paragraph of Condition 3.2.3.1 “ISDA Determination” on page 149 is modified as follows with the provisions added in red and deleted in green:*

“Except if the provisions of 3.2.3.3 or 3.2.3.4 apply, in the Final Terms, when the paragraph “Floating Rate Option” specifies that the rate is determined by linear interpolation, in respect of an Interest Period, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Floating Rate Option, one of which shall be determined as if the Designated Maturity were the period of time for which rates are available of next shorter length before the length of the relevant Interest Period, and the other of which shall be

determined as if the Designated Maturity ~~maturity~~ were the period of time for which rates are available of next longer length after the length of the relevant Interest Period.”

*b. The first paragraph of the point (2) of Condition 3.2.3.2 “Standard Screen Rate Determination” on page 149 is modified as follows with the provisions added in red and deleted in green:*

“(2) the arithmetic mean (rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum), for the Reference Rate(s) which appears or appear, as the case may be, on the Relevant Screen Page as at the ~~Specified~~ ~~Time~~ (**Specified Time**) or the Specified Time in the principal financial centre of the jurisdiction of the relevant Reference Rate on the interest determination date in question (the Interest Determination Date) indicated in the Final Terms plus or minus (as indicated in the Final Terms) the Margin or Spread (if any), multiplied by any Leverage Factor, all as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.”

*c. The definition “Reference Rate(s)” of the Condition 3.2.3.2 “Standard Screen Rate Determination” on page 149 is modified as follows with the provision added in red:*

“**Reference Rate(s)** means, for the purpose of this Condition 3.2.3.2, as specified in the applicable Final Terms, the deposit rate, the interbank rate, the swap rate or bond yield, as the case may be, which appears on the Relevant Screen Page at the Specified Time on the Interest Determination Date and as determined by the Calculation Agent.”

*d. The Condition 3.2.3.3 “Compounded RFR Screen Rate Determination or Averaged RFR Screen Rate Determination” on page 150 is modified as follows with the provisions added in red and deleted in green:*

“If the applicable Final Terms specify that the “Method of determination of the Rate of Interest and Interest Amount” is “Compounded RFR Screen Rate Determination” or “Averaged RFR Screen Rate Determination” or otherwise provide that “Compounded RFR Screen Rate Determination” or “Averaged RFR Screen Rate Determination” applies and the Reference Rate specified in the applicable Final Terms in respect of the Floating Rate Notes or Reference Rate Linked Notes as the case may be, is based on an overnight risk-free rate (such as and without limitation SONIA, SOFR, €STR, SARON, TONA, SORA, HONIA, AONIA, CORRA)(each an **Underlying Benchmark**), the Rate of Interest for each Interest Period will, subject as provided below in 3.2.3.5, be such Reference Rate which is either (i) a Published Compounded RFR or (ii) a Published Averaged RFR, plus or minus (as indicated in the applicable Final Terms) the Margin (if any) (and the resulting percentage will be rounded, if necessary, to the nearest one hundred~~ten~~-thousandth of a percentage point, with 0.000005 being rounded upwards).

For the purposes of this sub-paragraph, a **Published Compounded RFR** means the relevant Reference Rate as provided by the administrator to authorized distributors and published at the specified time (the **Specified Time**) on the Relevant Screen Page (each as specified in the applicable Final Terms) and on a date (the **Interest Determination Date**) (specified in the applicable Final Terms or if none is specified, it shall be deemed to be on the 5th Business Day preceding the Interest Payment Date), corresponding to the rate of return of a daily compound interest investment over a certain ~~tenor~~ period of time (the Tenor) calculated in accordance with any one of the RFR Compounding Methods described in 3.2.3.4.1 to 3.2.3.4.4 below (each as specified in the applicable Final Terms) ,

For the purposes of this sub-paragraph, a **Published Averaged RFR** means the relevant Reference Rate as provided by the administrator to authorized distributors and published at the specified time (the **Specified Time**) on the Relevant Screen Page (each as specified in the applicable Final Terms) and on a date (the **Interest Determination Date**) (specified in the applicable Final Terms or if none is specified, it shall be deemed to be on the 5th Business Day preceding the Interest Payment Date), corresponding to the arithmetic average of the Underlying Benchmark as observed over a certain period of time (the **Tenor**) calculated in accordance with any one of the RFR Averaging Methods described in 3.2.3.4.1 to 3.2.3.4.4 below (each as specified in the applicable Final Terms).”

e. The two first paragraphs of the Condition 3.2.3.4 “Determination of the Rate of Interest based on RFR Compounding Methods and RFR Averaging Methods” on page 150 is modified as follows with the provisions added in red and deleted in green:

“If the applicable Final Terms specify that the “Method of determination of the Rate of Interest and Interest Amount” is any of “Compounding with Lookback”, “Compounding with Observation Shift”, “Compounding with Lockout” or “OIS Compounding” (each a RFR Compounding ~~RFR~~ Method and together the RFR Compounding ~~RFR~~ Methods), the Rate of Interest for each Interest Period, will subject as provided in 3.2.3.5 below, be equal to (i) the Reference Rate corresponding to the rate of return of a daily compound interest investment over a certain tenor calculated on the basis of an overnight risk-free rate (such as without limitation SONIA, SOFR, €STR, SARON, TONA, SORA, HONIA, AONIA or CORRA) (each an Underlying Benchmark specified in the applicable Final Terms) in accordance with any one of the RFR Compounding Methods described in 3.2.3.4.1 to 3.2.3.4.4 below, as determined on the relevant Interest Determination Date (each as specified in the Final Terms) (ii) plus or minus (as indicated in the applicable Final Terms) the Margin (if any) (and the resulting percentage will be rounded, if necessary, to the nearest one hundred~~ten~~-thousandth of a percentage point, with 0.000005 being rounded upwards); or

If the applicable Final Terms specify that the “Method of determination of the Rate of Interest and Interest Amount” is any of “Averaging with Lookback”, “Averaging with Observation Shift”, “Averaging with Lockout” or “Overnight Averaging” (each an RFR Averaging Method and together the RFR Averaging Methods), the Rate of Interest for each Interest Period, will subject as provided below, be equal to (i) the Reference Rate corresponding to the arithmetic average over a certain tenor of an overnight risk-free rate (such as without limitation SONIA, SOFR, €STR, SARON, TONA, SORA, HONIA, AONIA or CORRA) (each an Underlying Benchmark specified in the applicable Final Terms) in accordance with any one of the RFR Averaging Methods described in 3.2.3.4.1 to 3.2.3.4.4 below, as determined on the relevant Interest Determination Date (each as specified in the Final Terms) (ii) plus or minus (as indicated in the applicable Final Terms) the Margin (if any) (and the resulting percentage will be rounded, if necessary, to the nearest one hundred~~ten~~-thousandth of a percentage point, with 0.000005 being rounded upwards).”

f. The formulae specified in the Condition 3.2.3.4.1.1 of the Condition 3.2.3.4.1 “Lookback” on page 150 is modified as follows with the provision added in red:

$$\mu \left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{Underlying Benchmark Level}_{i-\text{Lookback r ABD}} \times n_i}{\text{Day Count Basis}} \right) - 1 \right] \times \frac{\text{Day Count Basis}}{d}$$

g. The formulae specified in the Condition 3.2.3.4.1.2 of the Condition 3.2.3.4.1 “Lookback” on page 151 is modified as follows with the provision added in red:

$$\left[ \sum_{i=1}^{i=d_0} \text{Underlying Benchmark Level}_{i-\text{Lookback r ABD}} \right] \times \frac{1}{d}$$

h. The definition “ $d_0$ ” of the Condition 3.2.3.4.2.3 “Definitions for Observation Shift” on page 152 is modified as follows with the provision deleted in green:

““ $d_0$ ” is:

- if “Compounding with Observation Shift” applies, the number of Applicable Business Days in the Observation Period; or

- if “Averaging with Observation Shift” applies, the number of calendar days in the Observation Period.”~~“ $d_0$ ” is:”~~



i. The definition “**ni**” of the Condition 3.2.3.4.2.3 “Definitions for Observation Shift” on page 152 is modified as follows with the provision deleted in green:

““**ni**” is, if “Compounding with Observation Shift” applies, the number of calendar days from, and including, the day *i* to, but excluding, the earlier of ~~(and excluding)~~ (a) the next Applicable Business Day, and (b) the Observation Period End Date for the relevant Observation Period or the Observation Period End Date of the Set in Advance Observation Period as the case may be;”

j. The definition “Set-In-Advance Observation Period” of the Condition 3.2.3.4.2.3 “Definitions for Observation Shift” on page 153 is modified as follows with the provision added in red:

“**Set-In-Advance Observation Period**” means in respect of an Interest Period, the period that would have been the Observation Period of the immediately preceding Interest Period, if it had been determined on the basis of the definition of Observation Period above provided that in respect of the first Interest Period, the Set-In Advance Observation Period shall be as specified in the Final Terms (the First Set-In-Advance Observation Period).”

k. The definition “Underlying Benchmark Level *i*” of the Condition 3.2.3.4.3.3 “Definitions” on page 154 is modified as follows with the provisions added in red:

“**Underlying Benchmark Level *i*** means

a) subject to paragraph c., in respect of any day *i* other than a day *i* in the Lockout Period :

(I) if such day “*i*” is an Applicable Business Day, the level of the Underlying Benchmark in respect of such Applicable Business Day “*i*” provided by its administrator to authorized distributors and published on Relevant Screen Page on the Specified Time .; or

(II) if such day “*i*” is not an Applicable Business Day, the level of the Underlying Benchmark in respect of the immediately preceding Applicable Business Day provided by its administrator to authorized distributors and published on Relevant Screen Page on the Specified Time;

For the avoidance of doubt, an Underlying Benchmark in respect of an Applicable Business Day may be provided by its administrator to authorized distributors and published on relevant Page, one or more (the actual number being “*p*”) Applicable Business Day (e.g. SONIA and SOFR); in that case, the Underlying Benchmark Level *i* in respect of an Applicable Business Day *i* shall be the Underlying Benchmark Level published “*p*” Applicable Business Day(s) following such day”*i*”

b) subject to paragraph c), in respect of an Applicable Business Day *i* in the Lockout Period, the level of the Underlying Benchmark determined in respect of the Lockout Date as if the Lockout Date were an Interest Determination Date;

c) if a “Daily Capped Rate and/or Daily Floored Rate” is specified in the Final Terms, the Underlying Benchmark Level *i* for any Applicable Business Day *i* shall be either:

i. the greater of the rate determined in accordance with paragraph a. or paragraph b., as applicable, and the Daily Floored Rate so specified; and

ii. the lower of the rate determined in accordance with paragraph a. or paragraph b., as applicable, and the Daily Capped Rate so specified,

as applicable.”

l. Paragraph (iv) of Condition 3.2.3.5.1 “No Index Event has occurred” on page 156 is modified as follows with the provisions added in red and deleted in green:

“(iv) If any of the RFR Compounding ~~RFR~~ Methods or the RFR Averaging ~~RFR~~ Methods applies pursuant to 3.2.3.4 above or pursuant to the paragraph (iii) immediately above and (a) the Underlying

Benchmark Level cannot be determined in respect of a day “i” because it has not been provided by its administrator to authorized distributors and/or is not published on Relevant Screen Pages and (b) an Index Event has not occurred, then the Underlying Benchmark Level in respect of a day “i” shall be determined by the Calculation Agent (i) pursuant to the Temporary Non Publication Fallback of the 2021 ISDA Definitions and the 2021 ISDA Interest Rate Derivatives Definitions Floating Rate Matrix (the ISDA Matrix) as updated and amended as of the Issue Date of the first Tranche of the Notes when the Underlying Benchmark specified in the applicable Final Terms is also an Underlying Benchmark under the 2021 ISDA Definitions and the ISDA Matrix as if it were the Calculation Agent under an interest rate swap transaction under the terms of an agreement incorporating the 2021 ISDA Definitions and using the Underlying Benchmark to determine the amounts due under such interest rate swap transaction or (ii) otherwise, as the latest available Underlying Benchmark Level provided by its administrator and published on the Relevant Screen Pages.”

*m. Paragraph 1) and 2) of Condition 3.2.3.5.2 “If an Index Event has occurred” on page 156 is modified as follows with the provisions added in red:*

“1) With respect to a Reference Rate or an Underlying Benchmark hereunder that constitutes an “Underlying Benchmark” for the purposes of the 2021 ISDA Definitions and the ISDA Matrix , (i) the Calculation Agent of the Notes or any other person specified in the Final Terms shall apply the Permanent Cessation Fallback or the Administrator Benchmark Fallback (but except the Generic Fallback Provisions) as defined in the 2021 ISDA Definitions and indicated in the ISDA Matrix (such Permanent Cessation Fallback or Administrator Benchmark Fallback, but except the Generic Fallback Provisions, the “Priority Fallback”), as if it were the Calculation Agent under an interest rate swap transaction under the terms of an agreement incorporating the 2021 ISDA Definitions and using the Underlying Benchmark to determine the amounts due under such interest rate swap transaction, for the purposes of determining any Replacement Benchmark and, as the case may be, an Adjustment Spread pursuant to this Condition 3.2.3.5 (ii) and notwithstanding anything to the contrary in these General Terms and Conditions, upon the occurrence of an Index Event, such Priority Fallback shall apply and the rate so determined shall constitute the Reference Rate or the Underlying Benchmark for the purposes of these General Terms and Conditions,

2) if the Reference Rate or Underlying Benchmark constitutes an “Underlying Benchmark” for the purposes of the 2021 ISDA Definitions and the ISDA Matrix but the Permanent Cessation Fallback or the Administrator Benchmark Fallback is “Generic Fallback Provisions” (as specified in the ISDA Matrix) or the Reference Rate or Underlying Benchmark does not constitute an “Underlying Benchmark” for the purposes of the 2021 ISDA Definitions and the ISDA Matrix, the Calculation Agent shall as soon as reasonably practicable, attempt to determine a Replacement Benchmark and, as the case may be, an Adjustment Spread,”

*n. The definition “Reference Rate” of the Condition 3.2.3.7 “Definitions” on page 158 is modified as follows with the provisions added in red:*

“**Reference Rate**” means, unless otherwise specified, any index, benchmark or price source by reference to which any amount payable under the Floating Rate Notes or Reference Rate Linked Notes is determined and specified in the Final Terms. To the extent that any index, benchmark or price source referred to in the Priority Fallback or a Replacement Reference Rate applies in respect of a Series, it shall be a “Reference Rate” for that Series from the day on which it first applies.”

*o. The definition “Benchmark Rate” of the Condition 3.2.4 “Minimum and/or Maximum Rate of Interest and/or Rate Multiplier and/or Leverage Factor” on page 159 is modified as follows with the mentions added in red:*

“**Benchmark Rate** means, in respect of any calendar day (in respect of the definition of n) or, as applicable, Business Day (in respect of the definition of nb) of the relevant Interest Period:

- if the applicable Final Terms specify that the clause “*Benchmark Rate*” is stated as being “Reference Rate USD-LIBOR”:

the rate equal to the Floating Rate for such day that would be determined by the Calculation Agent under an interest rate swap transaction if it were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2021 ISDA Definitions and under which the Floating

Rate Option is "USD-LIBOR" (as defined in the 2021 ISDA Definitions) for a period of the Designated Maturity as specified in the applicable Final Terms (without reference to any Reset Date).

- if the applicable Final Terms specify that the clause "*Benchmark Rate*" is stated as being "Reference Rate GBP-LIBOR":

the rate equal to the Floating Rate for such day that would be determined by the Calculation Agent under an interest rate swap transaction if it were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2021 ISDA Definitions and under which the Floating Rate Option is "GBP-LIBOR" (as defined in the 2021 ISDA Definitions) for a period of the Designated Maturity as specified in the applicable Final Terms (without reference to any Reset Date).

- if the applicable Final Terms specify that the clause "*Benchmark Rate*" is stated as being "Reference Rate EUR-EURIBOR":

the rate equal to the Floating Rate for such day that would be determined by the Calculation Agent under an interest rate swap transaction if it were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2021 ISDA Definitions and under which the Floating Rate Option is "EUR-EURIBOR" (as defined in the 2021 ISDA Definitions) for a period of the Designated Maturity as specified in the applicable Final Terms (without reference to any Reset Date). If on any Benchmark Day, such rate is not published by the Administrator or an authorized distributor and is not otherwise provided by the Administrator.

- if the applicable Final Terms specify that the clause "*Benchmark Rate*" is stated as being "Reference Rate EUR-EURIBOR-Swap Rate":

the rate equal to the Floating Rate for such day that would be determined by the Calculation Agent under an interest rate swap transaction if it were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2021 ISDA Definitions and under which the Floating Rate Option is "EUR- EURIBOR Swap Rate-11:00" (as defined in the 2021 ISDA Definitions) for a period of the Designated Maturity as specified in the applicable Final Terms (without Reference to any Reset Date).

- if the applicable Final Terms specify that the clause "*Benchmark Rate*" is stated as being "Reference Rate USD-CMS":

the rate equal to the Floating Rate for such day that would be determined by the Calculation Agent under an interest rate swap transaction if it were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2021 ISDA Definitions and under which the Floating Rate Option is " USD-LIBOR- ICE Swap Rate 11:00" (as defined in the 2021 ISDA Definitions) for a period of the Designated Maturity as specified in the applicable Final Terms (without Reference to any Reset Date).

If on any Benchmark Day, any of these rates is not published by the Administrator or an authorized distributor and is not otherwise provided by the Administrator or if an Index Event has occurred in respect of such rate, it will be determined by the Calculation Agent as aforesaid in accordance with the provisions of the Temporary Non-Publication Fallback or the Permanent Cessation Fallback or Administrator/Benchmark Fallback as the case may be, applying to such Floating Rate Option in the 2021 ISDA Definitions and the ISDA Matrix for a period of the Designated Maturity as specified in the applicable Final Terms (without reference to any Reset Date) provided that if the applicable fallback provision is Generic Fallback Provisions then the rate shall be determined by the Calculation Agent of the Notes pursuant to the provisions of 3.2.3.5.2 (x)(2) above.

For the purposes hereof, (i) the value of the Benchmark on any calendar day of the relevant Interest Period which is not a Benchmark Day shall be deemed to be the value ascribed to the Benchmark on the first preceding Benchmark Day and (ii) the value of the Benchmark on each of the last four TARGET2 Business Days of any Interest Period shall be deemed to be the value ascribed to the Benchmark on the fifth TARGET2 Business Day (or the Benchmark Day immediately preceding such fifth TARGET2 Business Day if such fifth TARGET2 Business Day is not a Benchmark Day) preceding the Interest Payment Date relating to such Interest Period."

- (ii) *The last paragraph of Condition 9 "Events of Default" of the General Terms and Conditions of the English Law Notes on page 190 is modified as follows, with the provisions added in red and deleted in green:*

"- the Noteholder may give written notice, for Notes issued by SG Issuer or Societe Generale, to the Issuer and the Guarantor (if any), or and, for Notes issued by Societe Generale which are titres non structurés as defined under Article R.613-28 of the M&F Code and unless the applicable Final Terms

specify that “Event of Default” is Not Applicable, to Societe Generale, that the Notes are, and they shall accordingly forthwith become, immediately due and repayable at their Early Redemption Amount, together with, if appropriate and subject as otherwise provided herein, interest accrued to the date of repayment.”

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

(i) *The Condition 3.2 “Interest on Floating Rate Notes” of the General Terms and Conditions of the English Law Notes on page 206 is modified as follows:*

*a. The first paragraph of the point (2) of Condition 3.2.3.2 “Standard Screen Rate Determination” on page 208 is modified as follows with the provisions added in red and deleted in green:*

“(2) the arithmetic mean (rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum), for the Reference Rate(s) which appears or appear, as the case may be, on the Relevant Screen Page as at the ~~Specified~~ ~~Time~~ (**Specified Time**) or the Specified Time in the principal financial centre of the jurisdiction of the relevant Reference Rate on the interest determination date in question (the Interest Determination Date) indicated in the Final Terms plus or minus (as indicated in the Final Terms) the Margin or Spread (if any), multiplied by any Leverage Factor, all as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.”

*b. The definition “Reference Rate(s)” of the Condition 3.2.3.2 “Standard Screen Rate Determination” on page 208 is modified as follows with the provision added in red:*

“**Reference Rate(s)** means, for the purpose of this Condition 3.2.3.2, as specified in the applicable Final Terms, the deposit rate, the interbank rate, the swap rate or bond yield, as the case may be, which appears on the Relevant Screen Page at the Specified Time on the Interest Determination Date and as determined by the Calculation Agent.”

*c. The Condition 3.2.3.3 “Compounded RFR Screen Rate Determination or Averaged RFR Screen Rate Determination” on page 209 is modified as follows with the provisions added in red and deleted in green:*

“If the applicable Final Terms specify that the “Method of determination of the Rate of Interest and Interest Amount” is “Compounded RFR Screen Rate Determination” or “Averaged RFR Screen Rate Determination” or otherwise provide that “Compounded RFR Screen Rate Determination” or “Averaged RFR Screen Rate Determination” applies and the Reference Rate specified in the applicable Final Terms in respect of the Floating Rate Notes or Reference Rate Linked Notes as the case may be, is based on an overnight risk-free rate (such as and without limitation SONIA, SOFR, €STR, SARON, TONA, SORA, HONIA, AONIA, CORRA)(each an **Underlying Benchmark**), the Rate of Interest for each Interest Period will, subject as provided below in 3.2.3.5, be such Reference Rate which is either (i) a Published Compounded RFR or (ii) a Published Averaged RFR, plus or minus (as indicated in the applicable Final Terms) the Margin (if any) (and the resulting percentage will be rounded, if necessary, to the nearest one hundred~~ten~~-thousandth of a percentage point, with 0.000005 being rounded upwards).

For the purposes of this sub-paragraph, a **Published Compounded RFR** means the relevant Reference Rate as provided by the administrator to authorized distributors and published at the specified time (the **Specified Time**) on the Relevant Screen Page (each as specified in the applicable Final Terms) and on a date (the **Interest Determination Date**) (specified in the applicable Final Terms or if none is specified, it shall be deemed to be on the 5th Business Day preceding the Interest Payment Date), corresponding to the rate of return of a daily compound interest investment over a certain ~~tenor~~ period of time (the Tenor) calculated in accordance with any one of the RFR Compounding Methods described in 3.2.3.4.1 to 3.2.3.4.4 below (each as specified in the applicable Final Terms) ,

For the purposes of this sub-paragraph, a **Published Averaged RFR** means the relevant Reference Rate as provided by the administrator to authorized distributors and published at the specified time (the **Specified Time**) on the Relevant Screen Page (each as specified in the applicable Final Terms) and on a date (the **Interest Determination Date**) (specified in the applicable Final Terms or if none is specified, it shall be deemed to be on the 5th Business Day preceding the Interest Payment Date), corresponding to the arithmetic average of the Underlying Benchmark as observed over a certain period of time (the **Tenor**) calculated in accordance with any one of the RFR Averaging Methods described in 3.2.3.4.1 to 3.2.3.4.4 below (each as specified in the applicable Final Terms)."

d. *The two first paragraphs of the Condition 3.2.3.4 "Determination of the Rate of Interest based on RFR Compounding Methods and RFR Averaging Methods" on page 209 are modified as follows with the provisions added in red and deleted in green:*

"If the applicable Final Terms specify that the "Method of determination of the Rate of Interest and Interest Amount" is any of "Compounding with Lookback", "Compounding with Observation Shift", "Compounding with Lockout" or "OIS Compounding" (each a RFR Compounding ~~RFR~~ Method and together the RFR Compounding ~~RFR~~ Methods), the Rate of Interest for each Interest Period, will subject as provided in 3.2.3.5 below, be equal to (i) the Reference Rate corresponding to the rate of return of a daily compound interest investment over a certain tenor calculated on the basis of an overnight risk-free rate (such as without limitation SONIA, SOFR, €STR, SARON, TONA, SORA, HONIA, AONIA or CORRA) (each an Underlying Benchmark specified in the applicable Final Terms) in accordance with any one of the RFR Compounding Methods described in 3.2.3.4.1 to 3.2.3.4.4 below, as determined on the relevant Interest Determination Date (each as specified in the Final Terms) (ii) plus or minus (as indicated in the applicable Final Terms) the Margin (if any) (and the resulting percentage will be rounded, if necessary, to the nearest one hundred~~ten~~-thousandth of a percentage point, with 0.000005 being rounded upwards); or

If the applicable Final Terms specify that the "Method of determination of the Rate of Interest and Interest Amount" is any of "Averaging with Lookback", "Averaging with Observation Shift", "Averaging with Lockout" or "Overnight Averaging" (each an RFR Averaging Method and together the RFR Averaging Methods), the Rate of Interest for each Interest Period, will subject as provided below, be equal to (i) the Reference Rate corresponding to the arithmetic average over a certain tenor of an overnight risk-free rate (such as without limitation SONIA, SOFR, €STR, SARON, TONA, SORA, HONIA, AONIA or CORRA) (each an Underlying Benchmark specified in the applicable Final Terms) in accordance with any one of the RFR Averaging Methods described in 3.2.3.4.1 to 3.2.3.4.4 below, as determined on the relevant Interest Determination Date (each as specified in the Final Terms) (ii) plus or minus (as indicated in the applicable Final Terms) the Margin (if any) (and the resulting percentage will be rounded, if necessary, to the nearest one hundred~~ten~~-thousandth of a percentage point, with 0.000005 being rounded upwards)."

e. *The formulae specified in the Condition 3.2.3.4.1.1 of the Condition 3.2.3.4.1 "Lookback" on page 209 is modified as follows with the provision added in red:*

$$\mu \left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{Underlying Benchmark Level}_{i-\text{Lookback}} \times r_{\text{ABD}} \times n_i}{\text{Day Count Basis}} \right) - 1 \right] \times \frac{\text{Day Count Basis}}{d}$$

f. *The formulae specified in the Condition 3.2.3.4.1.2 of the Condition 3.2.3.4.1 "Lookback" on page 209 is modified as follows with the provision added in red:*

$$\left[ \sum_{i=1}^{i=d_0} \text{Underlying Benchmark Level}_{i-\text{Lookback}} \times r_{\text{ABD}} \right] \times \frac{1}{d}$$

g. The definition " $d_0$ " of the Condition 3.2.3.4.2.3 "Definitions for Observation Shift" on page 211 is modified as follows with the provision deleted in green:

" $d_0$ " is:

- if "Compounding with Observation Shift" applies, the number of Applicable Business Days in the Observation Period; or
- if "Averaging with Observation Shift" applies, the number of calendar days in the Observation Period.~~" $d_0$ " is:~~

h. The definition " $ni$ " of the Condition 3.2.3.4.2.3 "Definitions for Observation Shift" on page 211 is modified as follows with the provision deleted in green:

" $ni$ " is, if "Compounding with Observation Shift" applies, the number of calendar days from, and including, the day  $i$  to, but excluding, the earlier of ~~(and excluding)~~ (a) the next Applicable Business Day, and (b) the Observation Period End Date for the relevant Observation Period or the Observation Period End Date of the Set in Advance Observation Period as the case may be;"

i. The definition "Set-In-Advance Observation Period" of the Condition 3.2.3.4.2.3 "Definitions for Observation Shift" on page 211 is modified as follows with the provision added in red:

**"Set-In-Advance Observation Period"** means in respect of an Interest Period, the period that would have been the Observation Period of the immediately preceding Interest Period, if it had been determined on the basis of the definition of Observation Period above provided that in respect of the first Interest Period, the Set-In Advance Observation Period shall be as specified in the Final Terms (the **First Set-In-Advance Observation Period**)."

j. The definition "Underlying Benchmark Level  $i$ " of the Condition 3.2.3.4.3.3 "Definitions" on page 213 is modified as follows with the provisions added in red:

**"Underlying Benchmark Level  $i$ "** means

a) subject to paragraph c., in respect of any day  $i$  other than a day  $i$  in the Lockout Period :

(I) if such day " $i$ " is an Applicable Business Day, the level of the Underlying Benchmark in respect of such Applicable Business Day " $i$ " provided by its administrator to authorized distributors and published on Relevant Screen Page on the Specified Time .; or

(II) if such day " $i$ " is not an Applicable Business Day, the level of the Underlying Benchmark in respect of the immediately preceding Applicable Business Day provided by its administrator to authorized distributors and published on Relevant Screen Page on the Specified Time;

For the avoidance of doubt, an Underlying Benchmark in respect of an Applicable Business Day may be provided by its administrator to authorized distributors and published on relevant Page, one or more (the actual number being " $p$ ") Applicable Business Day (e.g. SONIA and SOFR); in that case, the Underlying Benchmark Level  $i$  in respect of an Applicable Business Day  $i$  shall be the Underlying Benchmark Level published " $p$ " Applicable Business Day(s) following such day" $i$ "

b) subject to paragraph c), in respect of an Applicable Business Day  $i$  in the Lockout Period, the level of the Underlying Benchmark determined in respect of the Lockout Date as if the Lockout Date were an Interest Determination Date;

c) if a "Daily Capped Rate and/or Daily Floored Rate" is specified in the Final Terms, the Underlying Benchmark Level  $i$  for any Applicable Business Day  $i$  shall be either:

i. the greater of the rate determined in accordance with paragraph a. or paragraph b., as applicable, and the Daily Floored Rate so specified; and

ii. the lower of the rate determined in accordance with paragraph a. or paragraph b., as applicable, and the Daily Capped Rate so specified,

as applicable.”

*k. Paragraph (iv) of Condition 3.2.3.5.1 “No Index Event has occurred” on page 215 is modified as follows with the provisions added in red and deleted in green:*

“(iv) If any of the RFR Compounding ~~RFR~~ Methods or the RFR Averaging–~~RFR~~ Methods applies pursuant to 3.2.3.4 above or pursuant to the paragraph (iii) immediately above and (a) the Underlying Benchmark Level cannot be determined in respect of a day “i” because it has not been provided by its administrator to authorized distributors and/or is not published on Relevant Screen Pages and (b) an Index Event has not occurred, then the Underlying Benchmark Level in respect of a day “i” shall be determined by the Calculation Agent (i) pursuant to the Temporary Non Publication Fallback of the 2021 ISDA Definitions and the 2021 ISDA Interest Rate Derivatives Definitions Floating Rate Matrix (the ISDA Matrix) as updated and amended as of the Issue Date of the first Tranche of the Notes when the Underlying Benchmark specified in the applicable Final Terms is also an Underlying Benchmark under the 2021 ISDA Definitions and the ISDA Matrix as if it were the Calculation Agent under an interest rate swap transaction under the terms of an agreement incorporating the 2021 ISDA Definitions and using the Underlying Benchmark to determine the amounts due under such interest rate swap transaction or (ii) otherwise, as the latest available Underlying Benchmark Level provided by its administrator and published on the Relevant Screen Pages.”

*l. Paragraph 1) and 2) of Condition 3.2.3.5.2 “If an Index Event has occurred” on page 215 is modified as follows with the provisions added in red:*

“1) With respect to a Reference Rate or an Underlying Benchmark hereunder that constitutes an “Underlying Benchmark” for the purposes of the 2021 ISDA Definitions and the ISDA Matrix , (i) the Calculation Agent of the Notes or any other person specified in the Final Terms shall apply the Permanent Cessation Fallback or the Administrator Benchmark Fallback (but except the Generic Fallback Provisions) as defined in the 2021 ISDA Definitions and indicated in the ISDA Matrix (such Permanent Cessation Fallback or Administrator Benchmark Fallback, but except the Generic Fallback Provisions, the “Priority Fallback”), as if it were the Calculation Agent under an interest rate swap transaction under the terms of an agreement incorporating the 2021 ISDA Definitions and using the Underlying Benchmark to determine the amounts due under such interest rate swap transaction, for the purposes of determining any Replacement Benchmark and, as the case may be, an Adjustment Spread pursuant to this Condition 3.2.3.5 (ii) and notwithstanding anything to the contrary in these General Terms and Conditions, upon the occurrence of an Index Event, such Priority Fallback shall apply and the rate so determined shall constitute the Reference Rate or the Underlying Benchmark for the purposes of these General Terms and Conditions,

2) if the Reference Rate or Underlying Benchmark constitutes an “Underlying Benchmark” for the purposes of the 2021 ISDA Definitions and the ISDA Matrix but the Permanent Cessation Fallback or the Administrator Benchmark Fallback is “Generic Fallback Provisions” (as specified in the ISDA Matrix) or the Reference Rate or Underlying Benchmark does not constitute an “Underlying Benchmark” for the purposes of the 2021 ISDA Definitions and the ISDA Matrix, the Calculation Agent shall as soon as reasonably practicable, attempt to determine a Replacement Benchmark and, as the case may be, an Adjustment Spread,”

*m. The definition “Reference Rate” of the Condition 3.2.3.7 “Definitions” on page 217 is modified as follows with the provision added in red:*

““**Reference Rate**” means, unless otherwise specified, any index, benchmark or price source by reference to which any amount payable under the Floating Rate Notes or Reference Rate Linked Notes is determined and specified in the Final Terms. To the extent that any index, benchmark or price source referred to in the Priority Fallback or a Replacement Reference Rate applies in respect of a Series, it shall be a “Reference Rate” for that Series from the day on which it first applies.”

*n. The definition “Benchmark Rate” of the Condition 3.2.4 “Minimum and/or Maximum Rate of Interest and/or Rate Multiplier and/or Leverage Factor” on page 218 is modified as follows with the provisions added in red:*

**“Benchmark Rate** means, in respect of any calendar day (in respect of the definition of n) or, as applicable, Business Day (in respect of the definition of nb) of the relevant Interest Period:

- if the applicable Final Terms specify that the clause "*Benchmark Rate*" is stated as being "Reference Rate USD-LIBOR":

the rate equal to the Floating Rate for such day that would be determined by the Calculation Agent under an interest rate swap transaction if it were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2021 ISDA Definitions and under which the Floating Rate Option is "USD-LIBOR" (as defined in the 2021 ISDA Definitions) for a period of the Designated Maturity as specified in the applicable Final Terms (without reference to any Reset Date).

- if the applicable Final Terms specify that the clause "*Benchmark Rate* " is stated as being "Reference Rate GBP-LIBOR":

the rate equal to the Floating Rate for such day that would be determined by the Calculation Agent under an interest rate swap transaction if it were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2021 ISDA Definitions and under which the Floating Rate Option is "GBP-LIBOR" (as defined in the 2021 ISDA Definitions) for a period of the Designated Maturity as specified in the applicable Final Terms (without reference to any Reset Date).

- if the applicable Final Terms specify that the clause "*Benchmark Rate* " is stated as being "Reference Rate EUR-EURIBOR":

the rate equal to the Floating Rate for such day that would be determined by the Calculation Agent under an interest rate swap transaction if it were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2021 ISDA Definitions and under which the Floating Rate Option is "EUR-EURIBOR " (as defined in the 2021 ISDA Definitions) for a period of the Designated Maturity as specified in the applicable Final Terms (without reference to any Reset Date). If on any Benchmark Day, such rate is not published by the Administrator or an authorized distributor and is not otherwise provided by the Administrator.

- if the applicable Final Terms specify that the clause "*Benchmark Rate* " is stated as being "Reference Rate EUR-EURIBOR-Swap Rate":

the rate equal to the Floating Rate for such day that would be determined by the Calculation Agent under an interest rate swap transaction if it were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2021 ISDA Definitions and under which the Floating Rate Option is "EUR- EURIBOR Swap Rate-11:00" (as defined in the 2021 ISDA Definitions) for a period of the Designated Maturity as specified in the applicable Final Terms (without Reference to any Reset Date).

- if the applicable Final Terms specify that the clause "*Benchmark Rate* " is stated as being "Reference Rate USD-CMS":

the rate equal to the Floating Rate for such day that would be determined by the Calculation Agent under an interest rate swap transaction if it were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2021 ISDA Definitions and under which the Floating Rate Option is " USD-LIBOR- ICE Swap Rate 11:00" (as defined in the 2021 ISDA Definitions) for a period of the Designated Maturity as specified in the applicable Final Terms (without Reference to any Reset Date).

If on any Benchmark Day, any of these rates is not published by the Administrator or an authorized distributor and is not otherwise provided by the Administrator or if an Index Event has occurred in respect of such rate, it will be determined by the Calculation Agent as aforesaid in accordance with the provisions of the Temporary Non-Publication Fallback or the Permanent Cessation Fallback or Administrator/Benchmark Fallback as the case may be, applying to such Floating Rate Option in the 2021 ISDA Definitions and the ISDA Matrix for a period of the Designated Maturity as specified in the applicable Final Terms (without reference to any Reset Date) provided that if the applicable fallback provision is Generic Fallback Provisions then the rate shall be determined by the Calculation Agent of the Notes pursuant to the provisions of 3.2.3.5.2 (x)(2) above.

For the purposes hereof, (i) the value of the Benchmark on any calendar day of the relevant Interest Period which is not a Benchmark Day shall be deemed to be the value ascribed to the Benchmark on the first preceding Benchmark Day and (ii) the value of the Benchmark on each of the last four TARGET2 Business Days of any Interest Period shall be deemed to be the value ascribed to the Benchmark on the fifth TARGET2 Business Day (or the Benchmark Day immediately preceding such fifth TARGET2 Business Day if such fifth TARGET2 Business Day is not a Benchmark Day) preceding the Interest Payment Date relating to such Interest Period.”



- (ii) *The last paragraph of Condition 9 “Events of Default” of the General Terms and Conditions of the French Law Notes on page 245 and 246 is modified as follows, with the provisions added in red and deleted in green:*

“The Noteholder may give written notice, for Notes issued by SG Issuer or Societe Generale, to the relevant Issuer and the Guarantor (if any), or and, for Notes issued by Societe Generale which are titres non structurés as defined under Article R.613-28 of the M&F Code and unless the applicable Final Terms specify that “Event of Default” is Not Applicable, to Societe Generale, that the Notes are, and they shall accordingly forthwith become, immediately due and repayable at their Early Redemption Amount, together with, if appropriate and subject as otherwise provided herein, interest accrued to the date of repayment.”

## V. SECTION “FORM OF FINAL TERMS”

- (i) *Part A “Contractual Terms” on page 86, 87 and 88, the paragraph (v) “Method of determination of the Rate of Interest and Interest Amount” of the point 14 “Floating Rate Note Provisions” is modified as follows, with the provisions added in red and deleted in green:*

**(v) Method of determination of the Rate of Interest and Interest Amount:**

[ISDA Determination] [Standard Screen Rate Determination] [Compounded RFR Screen Rate Determination] [Averaged RFR Screen Rate Determination] [~~RFR Compounding~~ ~~RFR Method - [Compounding with Lookback] [Compounding with Observation Shift] [Compounding with Lockout][OIS Compounding]] [RFR Averaging ~~RFR Method - [Averaging with Lookback][Averaging with Observation Shift] [Averaging with Lockout][Overnight Averaging] ]~~~~

*[If ISDA Determination is applicable as per Condition 3.2.3.1 of the General Terms and Conditions of the English Law Notes or the General Terms and Conditions of the French Law Notes, as the case may be]*

- **Floating Rate Option:** *[Insert the floating rate option] [If the Rate of Interest is determined by linear interpolation in respect of an interest period (as per Condition 3.2.3.1), insert the relevant interest period(s) and the relevant two rates used for such determination]*
- **Designated Maturity:** *[Insert the designated maturity]*
- **Reset Date:** *[Insert the reset date]*

*[If Standard Screen Rate Determination is applicable as per Condition 3.2.3.2 of the General Terms and Conditions of the English Law Notes or the General Terms and Conditions of the French Law Notes, as the case may be]*

- **Reference Rate:** *[Insert the reference rate] [If the Rate of Interest is determined by linear interpolation in respect of an interest period (as per Condition 3.2.3.2), insert the relevant interest period(s)]*

and the relevant two rates used for such determination]

- **Interest Determination Date(s):** [Insert the interest determination date(s)]
- **Specified Time:** [Insert the specified time]
- **Relevant Screen Page:** [Insert the relevant screen page]

[If Compounded RFR Screen Rate Determination or Averaged RFR Screen Rate Determination Date is applicable as per Condition 3.2.3.3 of the General Terms and Conditions of the English Law Notes or the General Terms and Conditions of the French Law Notes, as the case may be]

- **Reference Rate:** [Insert the reference rate]
- **Underlying Benchmark:** [Insert the underlying benchmark]
- **Interest Determination Date:** [Insert the date(s)]
- **Specified Time:** [Insert the specified time]
- **Relevant Screen Page:** [Insert the relevant screen page]
- **Tenor:** [specify]
- **[RFR Compounding RFR Method] [RFR Averaging RFR Method]:** [Compounding with Lookback] [Compounding with Observation Shift] [Compounding with Lockout] [OIS Compounding]  
[Averaging with Lookback] [Averaging with Observation Shift] [Averaging with Lockout] [Overnight Averaging]

[If RFR Compounding ~~RFR~~ Method - [Compounding with Lookback] [Compounding with Observation Shift] [Compounding with Lockout][OIS Compounding] or if RFR Averaging ~~RFR~~ Method - [Averaging with Lookback][Averaging with Observation Shift] [Averaging with Lockout][Overnight Averaging] applies as per as per Condition 3.2.3.4 of the English Law or French Law General Terms and Conditions]

- **Underlying Benchmark:** [specify]
- **Interest Determination Date(s):** [specify]
- **Specified Time:** [specify]
- **Relevant Screen Page:** [Insert the relevant screen page]
- **Daily Capped Rate:** [Applicable] [Not Applicable]

[if applicable:

- **Daily Capped Rate:** [specify the Daily Capped Rate]
- **Daily Floored Rate:** [Applicable] [Not Applicable]

[if applicable:

- **Daily Floored Rate:** [specify the Daily Floored Rate]

[if Compounding with Lookback or Averaging with Lookback applies

- **[Lookback “r”:]** [specify if different from 5]

*[If Compounding with Observation Shift or Averaging with Observation Shift applies]*

- **[Observation Period Shift Additional Business Day:]** *[specify financial center(s) or if none specified it shall be deemed that no Observation Period Shift Additional Business Day applies]*
- **["s"]:** *[specify if different from 5]*
- **Set-In-Advance Observation Period:** *[Applicable]. The Set-In-Advance Observation Period is [specify] [Not Applicable]*

*[if applicable:]*

- **First Set-In-Advance Observation Period:** *[From and including [ ] to but excluding [ ] (Both dates must be an Observation Period Shift Business Day)]*

*[If Compounding with Lockout or Averaging with Lockout applies:]*

- **[Lockout Period Business Day:]** *[Specify financial center][Applicable Business Day]*
- **["t"]:** *[specify if different from 5]*
- (vi) **Margin(s)/Spread(s):** *[Not Applicable] [[Insert the percentage]% [Plus (+)] [Minus (-)] [Insert the percentage]% per annum] [If any, see formula in paragraph 14(i) "Floating Coupon Amount" above]*
- (vii) **Leverage Factor:** *[Not Applicable] [Insert Leverage Factor] [If any, see formula in paragraph 14(i) "Floating Coupon Amount:" above]*
- (viii) **Minimum Rate of Interest:** *[Not Applicable] [[Insert the percentage]% [per annum]] [If any, see formula in paragraph 14(i) "Floating Coupon Amount" above]*
- (ix) **Maximum Rate of Interest:** *[Not Applicable] [[Insert the percentage]% [per annum]] [If any, see formula in paragraph 14(i) "Floating Coupon Amount" above]*
- (x) **Day Count Fraction:** *[Not Applicable] [Actual/Actual (ICMA)] [30/360 convention] [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [360/360 convention] [Bond Basis] [30E/360 (ISDA)]*
- (xi) **Rate Multiplier:** *[Not Applicable] [Insert the rate multiplier]*

*[If Not Applicable, delete the remaining subparagraphs]*

- **Benchmark Rate:** *[Reference Rate USD-LIBOR] [Reference Rate GBP-LIBOR] [Reference Rate EURIBOR] [Reference Rate EUR-CMS] [Reference Rate USD-CMS] [Reference Rate SHIBOR]*

*[NB: Benchmark for the purposes of Condition 3.2.4 of the General Terms and Conditions of the English Law Notes or the General Terms and Conditions of the French Law Notes, as the case may be]*

- **Floating Rate Option:** *[Insert the floating rate option]*
- **Designated Maturity:** *[Insert the designated maturity]*
- **Upper Limit:** *[Insert the upper limit]*
- **Lower Limit:** *[Insert the lower limit]*

- (i) Part B “Other Information” on page 119, the paragraph (v) “U.S. federal income tax considerations” of the point 9 “Distribution” is modified as follows with the provisions added in red and deleted in green:

(v) **U.S. federal income tax considerations**

*[Insert if the Issuer has determined that the Notes are NOT Specified Notes : The Notes are not Specified Notes for purposes of the Section 871(m) Regulations.]*

*[Insert if the Issuer has determined that the Notes are Specified Notes : The Issuer has determined that these ~~this~~ Notes substantially replicates the economic performance of one or more U.S. Underlying Equities [(and as such, for the purposes of IRS Notice 2020-2, such Notes are ~~is~~ deemed a “delta-one” Notes) and ~~is~~ are therefore a Specified Notes for purposes of the Section 871(m) Regulations. Additional information regarding the application of the Section 871(m) Regulations on the Notes is available on request at Societe Generale by contacting *[specify the relevant email address]*.]*

*[Section 871(m) Regulations’ withholding tax will be at a rate of [●] per cent. and will be withheld by *[specify]*.]*

*[Insert if the Section 871(m) determination cannot be made on the date of the Final Terms: **This information is indicative and will be updated based on circumstances at the time the Notes are issued.**]*

*[Insert if the Issuer has determined that the Notes are Zero Estimated Dividends Securities: The Issuer has determined that these ~~this~~ Notes ~~is~~ are a Zero Estimated Dividends Securities and as such, for the purposes of Treas. Reg. § 1.871-15(i)(2)(iii)), the withholding tax to be applied to these Notes is zero.]*

*[specify whether any additional U.S. withholding tax is applicable]*

**VI. SECTION “ADDITIONAL TERMS AND CONDITIONS FOR PORTFOLIO LINKED NOTES”**

- (i) The following formula in paragraph 2.1 “Portfolio Level” of point 2 “Determination of the Portfolio Level” on page 564, is modified as follows with the provisions added in red and deleted in green:

$$TC(t-1, t) = \sum_{k=1}^{NPC(t-1, t)} \text{Abs}[Q(k, t) - Q(k, t-1) \times \text{AdjustmentFactor}(k, t) \times S(k, t)] \times S(k, t) \times \text{PortfolioFX}(k, t) \times \text{TCR}(k, t)$$

- (ii) The following formula in paragraph 2.2 “Performance” of point 2 “Determination of the Portfolio Level” on page 564, is modified as follows with the provisions added in red and deleted in green:

$$\text{Perf\_FX}(t-1, t) = \sum_{k=1}^{NPC(t-1)} \left[ \text{FXRatio}(k, t-1) \times \text{FXHedgeInd}(k) \times Q(k, t-1) \times \text{PortfolioFX}(k, t-1) \times S(k, t-1) \times \left( \frac{\text{PortfolioFX}(k, t)}{\text{PortfolioFX}(k, t-1)} - 1 \right) \right]$$

- (iii) The following formulae in paragraph 2.3 “Financing Cost” of point 2 “Determination of the Portfolio Level” on page 565, are modified as follows with the provisions added in red and deleted in green:

$$\text{Fin\_ForexStrat}(t-1, t) = \sum_{k=1}^{NPC(t-1)} \left( \text{FXHedgeInd}(k) \times Q(k, t-1) \times \text{PortfolioFX}(k, t-1) \times S(k, t-1) \times \text{IsFunded}(k) \times (\text{Rate}(k, t-1) - \text{ERate}(k, t-1)) \times \frac{\text{ACT}(t-1, t)}{\text{TimeBasis}} \right)$$

$$\text{PL}(t-1) - \sum_{k=1}^{NPC(t-1)} \left( (1 - \text{FXHedgeInd}(k)) \times Q(k, t) \times \text{PortfolioFX}(k, t-1) \times S(k, t-1) \times \text{IsFunded}(k) \right) \geq 0$$

$$\text{PL}(t-1) - \sum_{k=1}^{NPC(t-1)} \left( (\text{FXRatio}(k, t-1)) \times (1 - \text{FXHedgeInd}(k)) \times Q(k, t) \times \text{PortfolioFX}(k, t-1) \times S(k, t-1) \times \text{IsFunded}(k) \right) \geq 0$$

- (iv) The following formula in paragraph 2.4 “Computation of the quantities Q(k,t)” of point 2 “Determination of the Portfolio Level” on page 567, is modified as follows with the provisions added in red and deleted in green:

$$\text{DivBucket}(t) = \sum_{k=1}^{NPC(t-1)} \text{DistRate}(k, t) \times \text{PortfolioDist}(k, t) \times Q(k, t-1) \times \text{PortfolioFX}(k, t-1)$$

- (v) The following formula in paragraph 3.2.1 “Amendments to Condition 2.1” of point 3.2 “Amendments to Condition 2” on page 572 is modified as follows with the provisions added in red and deleted in green:

$$\text{TC}(t-1, t) = \sum_{k=1}^{\text{TNPC}(t-1, t)} \text{Abs}[Q(k, t) - Q(k, t-1) \times \text{AdjustmentFactor}(k, t)] \times S(k, t) \times \text{PortfolioFX}(k, t) \times \text{TCR}(k, t)$$

- (vi) *The following formulae in paragraph 3.2.2 “Amendments to Condition 2.4” of point 3.2 “Amendments to Condition 2” on pages 573 and 574 are modified as follows with the provisions added in red and deleted in green:*

$$\text{ReweightFactorLong}(t) = \text{TargetGearingLong}(t) \times 2 \times \frac{\text{PL}(t-1) + \text{Perf}(t \leftarrow -1, t) + \text{Fin}(t-1, t)}{\sum_{k=1}^{\text{NPC}(t-1)} [\text{Abs}(Q(k, t-1)) + Q(k, t-1)] \times \text{AdjustmentFactor}(k, t) \times S(k, t) \times \text{PortfolioFX}(k, t)}$$

$$\begin{aligned} &\text{ReweightFactorShort}(t) \\ &= \text{TargetGearingShort}(t) \times 2 \times \frac{\text{PL}(t-1) + \text{Perf}(t \leftarrow -1, t) + \text{Fin}(t-1, t)}{\sum_{k=1}^{\text{NPC}(t-1)} [\text{Abs}(Q(k, t-1)) - Q(k, t-1)] \times \text{AdjustmentFactor}(k, t) \times S(k, t) \times \text{PortfolioFX}(k, t)} \end{aligned}$$

## **DOCUMENTS AVAILABLE**

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

This Supplement will be published on the website of:

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

## **RESPONSIBILITY**

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