

NOTICE TO THE NOTEHOLDERS

Technical upgrade of the smart contract: the “Technical Upgrade”

Dated 17 SEPTEMBER 2024

SOCIÉTÉ GÉNÉRALE

Legal Entity Identifier (LEI): O2RNE8IBXP4R0TD8PU41

Issue of EUR 10,000,000 4.015 per cent. Green Positive Impact Senior Preferred Notes due 30 November 2026

and registered in a distributed ledger technology

ISIN Code: FR001400MDG5

(the “Notes”)

In accordance with the Terms of the Notes, Société Générale - FORGE (“**SG-FORGE**”), acting as Registrar, hereby informs the Noteholders that a technical upgrade of the current version of the smart contract n° 0x4280B1Fd47e5573b66008A5F307C0cf82D9D95CF (the “**Current Smart Contract**”) to a new version of the smart contract n° 0x16A1090468E871ed1dC49D8c83366C904597C12a (the “**New Smart Contract**”) (the “**Technical Upgrade**”), on which the Notes are registered, is scheduled to occur on September 17, 2024 (the “**Effective Date**”).

As from the Effective Date of the Technical Upgrade, the register of the Notes will be duplicated into the New Smart Contract and the Current Smart Contract will not be performed anymore. This Technical Upgrade is made by the Issuer pursuant to the terms and conditions of the Notes, it is not material and will have no impact on the terms and conditions of the Notes as well as on the registration of the Notes, it is reflected in the amended and restated final terms dated 17 September 2024 set out in Annex A.

For any question, Noteholders may contact SG-FORGE at registrar@sgforge.com
No general or press queries will be considered at this address.

Annex A

17 SEPTEMBER 2024

AMENDED AND RESTATED FINAL TERMS

PRIIPS/IMPORTANT - 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 European Economic Area (**EEA**). For these purposes, a 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**); (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the **Insurance Distribution Directive**) 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 Regulation (UE) 2017/1129, as amended (the **Prospectus Regulation**). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIIPS Regulation**) 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 the PRIIPS Regulation.

PRIIPS/IMPORTANT - PROHIBITION OF SALES TO UK 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 United Kingdom (**UK**). For these purposes, a retail investor means a person who is one (or more) of the following: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (**EUWA**); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (**FSMA**) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of the Prospectus Regulation as it forms part of UK domestic law by virtue of the EUWA. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of UK domestic law by virtue of the EUWA (the **UK PRIIPS Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPS Regulation.

MiFID II product governance / Professional investors and ECPs only target market – Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes taking into account the five categories referred to in item 19 of the Guidelines published by ESMA on 3 August 2023 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 manufacturers' 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 manufacturers' target market assessment) and determining appropriate distribution channels.

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the **Securities Act**), or under any state securities laws. Accordingly, the Notes may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S

(Regulation S) of the Securities Act, **U.S. Persons**) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. The Notes may not at any time be offered, sold, resold, traded, pledged, redeemed, transferred or delivered, directly or indirectly, in the United States or to, or for the account or benefit of, any U.S. Person, and any offer, sale, resale, trade, pledge, redemption, transfer or delivery made, directly or indirectly, within the United States or to, or for the account or benefit of, a U.S. Person will not be recognised. The Notes may not be legally or beneficially owned at any time by any U.S. Person and accordingly are being offered and sold outside the United States to persons that are not U.S. Persons in reliance on Regulation S. By its purchase of a Note, each purchaser will be deemed to have agreed that it may not resell or otherwise transfer any Note held by it except outside the United States in an offshore transaction to a person that is not a U.S. Person.



SOCIÉTÉ GÉNÉRALE

(the **Issuer**)

Legal Entity Identifier (LEI): O2RNE8IBXP4R0TD8PU41

FINAL TERMS DATED 29 NOVEMBER 2023

Issue of EUR 10,000,000 4.015 per cent. Green Positive Impact Senior Preferred Notes due 30 November 2026

(the **Notes**)

**under the Euro Medium Term Note – Paris Registered Programme
(the Programme)**

and registered in a distributed ledger technology (*dispositif d'enregistrement électronique partagé*)

Series no.: PA 191/23-11

Tranche no.: 1

Issue Price: 100.000 per cent.

SOCIÉTÉ GÉNÉRALE Corporate and investment banking

(the **Manager**)

IMPORTANT NOTICE

The Notes being registered in a distributed ledger technology constituting a *dispositif d'enregistrement électronique partagé*, as defined in Articles L. 211-3 et seq. of the French Monetary and Financial Code (*Code monétaire et financier*) (the DEEP), the attention of the Noteholders is drawn to the following points:

GENERAL RESTRICTION

By accessing these final terms, each Noteholder and any other relevant person has agreed that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases or sells the Notes or possesses or distributes these Final Terms, and neither the Issuer nor the Manager shall have any responsibility therefor.

NO PROSPECTUS

The Notes will not be admitted to trading on a regulated market of the EEA or the United Kingdom and will not be offered to the public in the EEA or the United Kingdom other than to qualified investors. Therefore, the issuance of the Notes will not be subject to the Prospectus Regulation and no prospectus shall be registered with the *Autorité des Marchés Financiers* (the AMF) nor any other competent authority.

SPECIFIC DOCUMENTATION

The Notes are issued with the benefit of a French law agency agreement for Notes registered in a DEEP (*dispositif d'enregistrement électronique partagé*) between Société Générale as Issuer, Société Générale – Forge as Fiscal Agent, Registrar, DEEP Paying Agent and Settlement Agent and Société Générale as Principal Paying Agent, dated 29 November 2023 (the **Agency Agreement**).

RISK FACTORS

In addition to the risk factors relating to the Issuer and the Group, and those relating to the Notes, that are respectively incorporated by reference, and contained, in the Base Prospectus, the Issuer believes that the following factors, either alone or in any combination, may also affect its ability to fulfil its obligations under the Notes and/or affect the value of the Notes, due to the particular structure of the issue. However, a failure to pay principal, interest or other amounts on or in connection with any Notes may occur for other reasons, and the Issuer does not represent that the statements below regarding the risks of holding any Notes are exhaustive. Investors must be aware that the list of factors set out below is not intended to be exhaustive and that other risks and uncertainties which, on the date of these Final Terms, are not known of by the Issuer, or are not considered to be relevant, may have a significant impact on the Notes.

Risk related to the use of the distributed ledger technology to issue, register and transfer the Notes

No ownership of the Notes outside the distributed ledger technology at the option of the Noteholders

The Notes and the ownership of the Notes are registered on a blockchain and not in a central securities depository. As a result, Noteholders should note that they will not be subject to a standard securities settlement cycle of two (2) business days after the trade date.

Transfers of the Notes will occur exclusively through the distributed ledger technology, except if an extraordinary event occurs and exclusively at the discretion of the Issuer without investors approval. A transfer of the registration of the Notes outside the distributed ledger is not permitted under any other circumstances and is not permitted at the option of the Noteholders.

Risk linked to the execution of their duties by the Registrar, the Settlement Agent and the Paying Agent

The holding of the Notes and the transfer of ownership of the Notes will depend upon the due performance of their duties by the Registrar, the Settlement Agent and the Paying Agent. A lack of efficiency in the performance by any of such Agent of its duties may affect the liquidity, transfer timing of, and ability to transfer the Notes or may create a delay in the payment of the redemption amount under the Notes, as the case may be. These events may have an impact on the price of the Notes and expose the Noteholders to a risk of total loss of the amount invested.

The use of a distributed ledger technology to register the Notes is novel and largely untested and may contain inherent flaws and limitations

Distributed ledger technology is a nascent and rapidly changing technology and as a result the new capabilities are not fully proven in use and remain largely untested in financial markets. The development of distributed ledger networks is therefore subject to a high degree of uncertainty.

There are only limited examples of the use of a distributed ledger technology to register financial instruments, either in France or globally, and the use of a distributed ledger technology in the context of an issuance and exchange in secondary market of financial instruments is still in an early development stage. There is no assurance, warranty or representation that the process for creating, issuing and transferring the Notes in the distributed ledger technology will perform as well as for financial instruments deposited in existing central securities depositories such as Euroclear France, Euroclear or Clearstream.

The use of a permissionless distributed ledger technology for the registration of the Notes, and the central role of technical validators in its functioning, could lead to a number of harmful consequences, such as the risk that technical validators may cease their activities, causing the distributed ledger technology to malfunction or function in an unexpected or unintended manner.

Undiscovered technical flaws in the distributed ledger technology may also exist, which may cause the distributed ledger technology to malfunction or function in an unexpected or unintended manner. See also “*The open-source nature of the Distributed Ledger Technology and the smart contracts software means that they may be subject to malicious cyber-attacks or may contain exploitable flaws, which may result in security breaches*” below.

Further, the use of distributed ledger technology may require access by the Registrar and Settlement Agent and/or any other agent to certain technical and other means, including the holding of certain assets. The absence of such technical or other means may have adverse consequences on the use of the distributed ledger technology or the registration or transfer of the Notes.

As with other novel software-based products, the computer code underpinning the distributed ledger technology may contain errors, or function in unexpected ways. Insufficient testing of the Distributed ledger technology may cause the integrated software to malfunction or function incorrectly. Any error or unexpected functionality may cause a loss of confidence in the Distributed ledger technology and result in a decline in value of the Notes and substantial losses to investors.

The distributed ledger technology uses a new technology which lies outside Société Générale – Forge’s exclusive control. As such, the distributed ledger technology may malfunction or function in an unexpected or unintended manner. Technical issues arising from internal or external causes associated with the development of the distributed ledger technology, for example scalability, blocks validation mechanisms, fraudulent uses, hackings, bugs in the smart contracts or any other human or technological malfunction or errors could result in a variety of adverse consequences for the Noteholders.

The registration of the Notes in the DEEP is subject to a business continuity plan described in paragraph 6 of Part B hereof (the **Continuity Plan**). Risks may arise from the transition from the registration of the Notes in the DEEP to their registration pursuant to the Continuity Plan. In addition, any malfunction, unintended function or unexpected functioning of the Continuity Plan may have adverse consequences on the registration of the Notes. Both situations may result in the loss, destruction, theft or hacking of the registration of Notes and may cause the investors to lose all or part of the value of their investment.

Finally, if the use of a distributed ledger protocol to register the Notes does not gain public acceptance or is not adopted and used by a substantial number of investors, it could have a material adverse impact on the liquidity of the Notes.

All the situations above may result in adverse consequences on the registration or transfer of the Notes through the distributed ledger technology, may negatively impact the investment liquidity and the value of the Notes and expose the investor to a risk of total loss of the invested amount.

A disruption of the settlement transaction repository could temporarily disrupt the reconciliation by the Registrar between the public address and the identity of the Noteholders

The Registrar or the entity in charge of maintaining the recording of the Notes in the distributed ledger technology takes significant steps to secure the settlement transaction repository of the Notes. However, it cannot be guaranteed that security breaches, computer malware and other computer hacking attacks against the registrar or the entity in charge of maintaining the recording of the Notes in the distributed ledger technology and settlement transaction repository would not result in a temporary loss of the records of the particular person associated with the public address and therefore temporarily disrupt the reconciliation by the Registrar or the entity in charge of maintaining the recording of the Notes in the distributed ledger technology between the public address and the identity of the Noteholders.

In addition, attention of the Noteholders is drawn to the fact that the Notes are not, or may not be, admitted to a central securities depository institution and therefore there are no requirements for participants or intermediaries other than the Registrar or the entity in charge of maintaining the recording of the Notes in the distributed ledger technology to provide recordkeeping functions on their records, and therefore, to make any such reconciliation.

All the situations above may result in adverse consequences on the registration or transfer of the Notes through the distributed ledger technology, may impact negatively the investment liquidity and the value of the Notes and expose the investor to a risk of total loss of the invested amount.

EU law currently in force governing the use of distributed ledger technologies to register securities is relatively new and new European regulations may affect it

Initially, it was unclear how distributed ledger technologies and security tokens would fit into the web of financial regulations. Certain European Union Member States, such as France, have already implemented, or are working on the implementation, of national laws or regulations establishing the use of a distributed ledger technologies for the issuance, the registration and the transfer of financial instruments.

The regulatory regime governing distributed ledger technology has not been harmonized within the European Union or among international jurisdictions and conflicts of laws may occur. Hence, new regulations or policies are likely to evolve rapidly. Regulation (EU) 2022/858 of the European Parliament and of the Council of 30 May 2022, which entered into force on 23 March 2023, creates a regime in which market infrastructures can obtain exemptions from applicable financial regulations in order to be able to use distributed ledger technology for the trading and settlement of securities transactions.

Although it is impossible to predict the positions that will be taken by certain governments, any regulatory changes affecting distributed ledger technology, new or changing laws and regulations or interpretations of existing laws and regulations may materially adversely affect the use of the distributed ledger technology for registering ownership of the Notes and/or transfers of the Notes in the distributed ledger technology in the future.

In addition, failure by Société Générale - Forge to comply with any new laws, rules or regulations, some of which may not exist yet or are subject to interpretation and may be subject to change, could result in a variety of adverse consequences for the Noteholders.

All the situations above may result in adverse consequences on the registration or transfer of the Notes through the distributed ledger technology, may impact negatively the investment liquidity and the value of the Notes and expose the investor to a risk of total loss of the invested amount.

The open-source nature of the distributed ledger technology and the smart contracts software means that they may be subject to malicious cyber-attacks or may contain exploitable flaws, which may result in security breaches

Most distributed ledger technology networks operate based on some form of open-source software. An open-source project is not represented, maintained or monitored by an official organization or authority.

As a decentralized cryptographic tokens based on the distributed ledger technology protocol, the distributed ledger technology, the smart contracts and the underlying software application, may be subject to attacks by hackers or others malicious groups or organizations in the course of validating transactions on financial instruments on the distributed ledger technology network, including, but not limited, to double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the distributed ledger technology network, including, but not limited to, accurate execution and recording of transactions involving financial instruments.

Such events may result in a loss of trust in the security and operation of the distributed ledger technology, in a decline in user activity and a consequent reduction of liquidity which could have a negative impact on the Notes. The occurrence of these risks may result, for the Noteholders, in a partial or total loss of their global investment.

The malfunction, unintended function, coding or human error or unexpected functioning of the smart contracts to register the Notes on the distributed ledger technology may have adverse consequences on the settlement, the registration and the transfer of the Notes

Any malfunction, unintended function, coding or human error (including erroneous information or data received by the smart contract) or unexpected functioning of the smart contract used for the issuance or transfer of the Notes, and in particular due to possible technological developments, may cause the smart contract to malfunction or function in an unexpected or unintended manner and may result in unlawful or erroneous transfers.

This risk can be mitigated by the implementation of remediation measures and/or the Continuity Plan, with no obligation to consult the investor, by the Issuer or the entity in charge of maintaining the recording of the Notes in the distributed ledger technology.

Risks may arise from the transition from the registration of the Notes in the distributed ledger technology to other registration means (for example outside the distributed ledger technology or into another distributed ledger technology) pursuant to the remediation measures and/or the Continuity Plan. No assurance can be given that the remediation measures and/or the Continuity Plan will be able to resolve all issues that the distributed ledger technology may encounter. All the situations above may result in adverse consequences on the registration or transfer of the Notes through the distributed ledger

technology, may impact negatively the investment liquidity and the value of the Notes and expose the investor to a risk of total loss of the invested amount.

The public distributed ledger technology network may present software vulnerabilities or experience a fork which may have adverse consequences on the registration of the Notes on the distributed ledger technology

Distributed ledger technology is constantly evolving and many aspects remain potentially unchecked. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the distributed ledger technology, including the capacity of the distributed ledger technology to perform its services, by rendering ineffective the cryptographic consensus mechanism that underpins the distributed ledger protocol. There is no warranty or representation that the process for creating, issuing and transferring the Notes will be uninterrupted or error-free, and there is an inherent risk that the software may contain weaknesses, vulnerabilities or errors. It may have adverse consequences on the registration of the Notes or their transfer by Noteholders.

A radical, irreversible and irreconcilable modification or any other modification of the distributed ledger protocol (including to add new features to the distributed ledger technology) may result in a fork (i.e., two or more branches) of the distributed ledger technology, regardless as to whether any branch uses the previous version or a new version of the protocol. A fork may have adverse consequences on the registration, transfer, market value and liquidity of the Notes.

All the situations above may result in adverse consequences on the registration or transfer of the Notes through the distributed ledger technology, may impact negatively the investment liquidity and the value of the Notes and expose the investor to a risk of total loss of the invested amount.

Each distributed ledger technology network is dependent upon its users and contributors, and actions taken, or not taken, by the users or contributors of a distributed ledger network could damage its reputation. Developers and other contributors to distributed ledger protocols generally maintain or develop those distributed ledger protocols, including the process that determines the verification of transactions. Because the protocols are decentralized, these contributors that act as transaction validators are generally not directly compensated for their actions. Therefore, most distributed ledger protocols provide that such contributors receive block awards and transaction fees for validating and recording transactions and otherwise maintaining the integrity of the records in the distributed ledger network. Such fees are generally paid by the network in the native network token of the distributed ledger technology in question.

In the case of a distributed ledger technology with a proof-of-stake model, if the block rewards and transaction fees paid for maintenance of the distributed ledger technology are not sufficiently high to incentivize transaction validators to participate, some validators may respond by ceasing to validate transactions on the distributed ledger technology. Although a normal part of the crypto economic incentives that drive the participation of transaction validators in validating distributed ledger transactions, this may reduce the overall security level of the distributed ledger protocol. To the extent that reduced economic incentives encourage transaction validators to cease operation with regard to the distributed ledger protocol, it could have a materially adverse effect on the distributed ledger technology and as a result adverse consequence on the registration or transfer of the Notes through the distributed ledger technology. The investment liquidity and the value of the Notes may be negatively impacted and the investor is exposed to a risk of total loss of the invested amount.

Environmental considerations of using a distributed ledger technology

In recent years, the term ‘blockchain’ has often been used synonymously with inefficiency and disproportionate energy consumption. These claims often point to a single component of the technology,

the consensus mechanism. However, blockchain technology is not homogenous, and the amount of energy consumed by different consensus mechanisms varies by several orders of magnitude. Moreover, contrary to often heard statements, energy consumption does not necessarily grow with the number of transactions executed.

Due to the nature of permissionless blockchains, certain variables required for accurately estimating the energy consumption of proof-of-work blockchains, such as the number of miners and the hardware specifications of each miner, cannot be measured easily. For the contribution of consensus, researchers must rely on approximations to provide lower and upper bounds on energy consumption.

When it comes to proof-of-stake, based blockchains, the consensus mechanism consumes orders of magnitude less energy than proof-of-work because there is no mining process.

Two factors influence the energy consumption associated with redundant operations: the number of nodes performing specific operations concerning the consensus mechanism and the complexity of the workload.

TAXATION

Pursuant to Article 125 A III of the French *Code général des impôts*, all payments of principal, interest and other assimilated revenues by the Issuer in respect of the Notes will be exempt from the withholding tax on interest set out under Article 125 A III of the French *Code général des impôts* to the extent (i) these payments are not made to a holder of Notes that is incorporated, domiciled, established or acting through an office located in a non-cooperative State (*État ou territoire non-coopératif*) within the meaning of Article 238-0 A of the French *Code général des impôts* or (ii) these payments are not made on an account opened in a financial institution located in such a non-cooperative State.

PART A – CONTRACTUAL TERMS

The Notes described herein are designated as Permanently Restricted Notes. As a result, they may not at any time be offered, sold, resold, traded, pledged, redeemed, transferred or delivered, directly or indirectly, in the United States or to, or for the account or benefit of, a U.S. Person (as defined in Regulation S under the U.S. Securities Act of 1933, as amended) and will not be legally or beneficially owned at any time by any U.S. Person and accordingly are being offered and sold outside the United States to persons that are not U.S. Persons in reliance on Regulation S.

By its purchase of a Note, each purchaser will be deemed or required, as the case may be, to have agreed that it may not resell or otherwise transfer any Note held by it except outside the United States in an offshore transaction to a person that is not a U.S. Person.

Terms used herein shall be deemed to be defined as such for the purposes of the conditions (the **Conditions**) set forth under the heading “Terms and Conditions of the French Law Notes” in the base prospectus dated 19 December 2022 which received approval no. 22-493 on 19 December 2022 from the *Autorité des marchés financiers* (the **AMF**), as supplemented by the supplement dated 9 February 2023 which received approval no. 23-030 from the AMF on 9 February 2023, by the supplement dated 17 March 2023 which received approval no. 23-074 from the AMF on 17 March 2023, by the supplement dated 25 May 2023 which received approval no. 23-187 from the AMF on 25 May 2023, by the supplement dated 9 August 2023 which received approval no. 23-355 from the AMF on 9 August 2023, by the supplement dated 20 September 2023 which received approval no. 23-404 from the AMF on 20 September 2023 and by the supplement dated 7 November 2023 which received approval no. 23-463 from the AMF on 7 November 2023.

The Issuer has entered into a French law agency agreement for Notes registered in a DEEP (*dispositif d’enregistrement électronique partagé*) with Société Générale – Forge as Fiscal Agent, Registrar, DEEP Paying Agent and Settlement Agent and Société Générale Luxembourg as Principal Paying Agent, dated 29 November 2023 (the **Agency Agreement**), in connection with the Notes described herein.

In respect of the Notes, any reference in the Conditions to:

- the “French Law Agency Agreement” shall be deemed to be a reference to the Agency Agreement;
- the “Fiscal Agent” or the “Registration Agent” shall be deemed to be a reference to the Registrar and the Fiscal Agent;
- the “Paying Agents” shall be deemed to be a reference to the DEEP Paying Agent and the Principal Paying Agent;
- the “Agents” shall be deemed to be a reference to the Fiscal Agent, the Registrar, the DEEP Paying Agent and the Settlement Agent;

in each case, save if the Continuity Plan is activated.

This document constitutes the final terms of the Notes (the Final Terms) described herein and must be read in conjunction with the Base Prospectus in order to obtain all the relevant information. Copies of the Base Prospectus and these Final Terms are available for inspection and obtainable, upon request and free of charge, during usual business hours on any weekday from the head office of the Issuer and the specified offices of the Paying Agents.

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|----|------|-----------------|--------------|
| 1. | (i) | Series Number: | PA 191/23-11 |
| | (ii) | Tranche Number: | 1 |

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| 2. | Specified Currency: | Euro (EUR) |
| 3. | Aggregate Nominal Amount: | |
| | (i) Series: | EUR 10,000,000 |
| | (ii) Tranche: | EUR 10,000,000 |
| 4. | Issue Price: | 100.000 per cent. of the Aggregate Nominal Amount of the Tranche |
| 5. | Specified Denomination(s): | EUR 100,000 |
| 6. | Issue Date and Interest Commencement Date: | Notwithstanding the definition contained in the Conditions, Issue Date shall mean 30 November 2023 |
| 7. | Maturity Date: | 30 November 2026 |
| 8. | Interest Basis: | 4.015 per cent. Fixed Rate

<i>(further particulars specified below)</i> |
| 9. | Redemption/Payment Basis: | Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at 100 per cent. of their nominal amount

<i>(further particulars specified below)</i> |
| 10. | Change of Interest Basis: | Not Applicable |
| 11. | Put/Call Options: | Not Applicable |
| 12. | (i) Status: | Senior Preferred Notes pursuant to Article L.613-30-3-I-3° of the French <i>Code monétaire et financier</i> |
| | (ii) Date of corporate authorisations for issue of the Notes: | Resolution of the Board of Directors dated 7 February 2023 and decision of the Issuer dated 29 November 2023 |

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

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| 13. | Fixed Rate Note Provisions | Applicable |
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Unadjusted Fixed Rate Notes

(i)	Rate of Interest:	4.015 per cent. <i>per annum</i> payable annually in arrear
(ii)	Interest Payment Date(s):	Applicable 30 November in each year from and including 30 November 2024 up to and including the Maturity Date
(iii)	Business Day Convention:	Not Applicable (unadjusted)
(iv)	Additional Business Centres:	Not Applicable
(v)	Fixed Coupon Amount(s):	EUR 4,015 per Note of EUR 100,000 Specified Denomination
(vi)	Day Count Fraction:	Actual/Actual (ICMA)
(vii)	Broken Amount(s):	Not Applicable
(viii)	Resetable Notes	Not Applicable
(ix)	Determination Date(s):	30 November in each year
14.	Floating Rate Note Provisions	Not Applicable
15.	Zero Coupon Notes	Not Applicable
PROVISIONS RELATING TO REDEMPTION		
16.	Issuer Call Option	Not Applicable
17.	Make-Whole Redemption Option	Not Applicable
18.	Residual Maturity Redemption Option	Not Applicable
19.	Clean-up Redemption Option	Not Applicable
20.	Redemption at the Option of the Noteholders	Not Applicable

21.	Final Redemption Amount:	EUR 100,000 per Note of EUR 100,000 Specified Denomination
22.	Early Redemption Amount(s):	EUR 100,000 per Note of EUR 100,000 Specified Denomination
23.	MREL or TLAC Disqualification Event:	Not Applicable
24.	Events of Default:	Applicable
25.	Prior written permission of the Relevant Resolution Authority with respect to Senior Notes:	Not Applicable

GENERAL PROVISIONS APPLICABLE TO THE NOTES

26. Form of Notes:

(i) Form:

- Condition 1(a)(i) is hereby deleted and replaced by the following:

“The Notes will, upon issue, be dematerialised notes registered in the name of each Noteholder in a distributed ledger technology (*dispositif d’enregistrement électronique partagé*) in accordance with Articles L. 211-3 *et seq.* and R. 211-1 *et seq.* of the French *Code monétaire et financier* (the **DEEP**). The DEEP used as register to evidence title to the Notes is Ethereum, **a consensus algorithm based on proof-of-stake.**

Title to the Notes will be evidenced in accordance with Articles L.211-3 *et seq.*, R.211-2 and R.211-3 of the French *Code monétaire et financier* by entries in the DEEP and will pass upon, and transfer of the Notes may only be effected through registration of the transfer in the DEEP. In accordance with Article L.211-3 of the French *Code monétaire et financier*, registration in the DEEP serves as a registration in a securities account.

The Issuer has appointed the Registrar as agent (*mandataire*) to register the ownership of the Notes in the DEEP on its behalf in accordance with Article R. 211-3 of the French *Code monétaire et financier*. The Issuer will publish on or around 1 December 2023 in the French bulletin

of legal information (*Bulletin des annonces légales obligatoires*) a notice to that effect.

Registration of the ownership of the Notes in the DEEP in the name of a Noteholder can only be performed by the Registrar.

No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French *Code monétaire et financier*) will be issued in respect of the Notes.

Any transaction registered in the DEEP will be registered simultaneously by the Registrar in the Settlement Transaction Repository, as defined in the Agency Agreement, according to the continuity plan as mentioned on Part B paragraph 6 below.”

- Condition 1(c)(i) is hereby deleted and replaced by the following:

“Title to the Notes will pass upon, and transfer of such Notes will only be completed through registration of the transfer in the DEEP, as specified in paragraph 6 of Part B hereof.

The Notes are transferable subject to the conditions below:

(a) the performance of all verifications required by KYC/AML and Sanctions Rules relating to any potential transferee of the Notes which are relevant in relation to a transfer of Notes to a new Noteholder. The Registrar shall promptly notify the completion of all verifications required by KYC/AML and Sanctions Rules to the existing Noteholder wishing to transfer its Notes and to the new Noteholder and then the Noteholders satisfying the KYC/AML and Sanctions Rules are registered in a whitelist (the “**Whitelist**”);

(b) the Registrar receiving a Transfer Instruction relating to the Notes to be transferred (the form of which is annexed to the Agency Agreement); and

(c) the Settlement Agent confirming to the Registrar that the seller of the Notes has received or is satisfied that it will receive the payment of the purchase price of the Notes as agreed between the seller and the purchaser.

For that purpose:

KYC/AML and Sanctions Rules means the KYC/AML Rules and the Sanctions Rules.

Sanctions Rules means (i) any requirements in the Sanctions to conduct screening or other measures to ensure compliance with the Sanctions and (ii) other than in the context of a representation, warranty or obligation of a person relating to Sanctions generally and not the Notes, the requirement that no Noteholder is a Sanctioned Person.

Sanctioned Person means any person who is a designated target of Sanctions or is otherwise a subject of Sanctions (including without limitation as a result of being (a) owned or controlled directly or indirectly by any person which is a designated target of Sanctions, or (b) organised under the laws of, or a citizen or resident of, any country that is subject to general or country-wide Sanctions).

Sanctions means any economic or financial sanctions, trade embargoes or similar measures enacted, administered or enforced by any of the following (or by any agency of any of the following):

- (a) the United Nations;
- (b) the United States of America;
- (c) the United Kingdom; or
- (d) the European Union or any present or future member state thereof.

Notwithstanding the definition contained in Condition 1(c)(iv), **Noteholder** means any holder of one or several Notes registered in the DEEP and identified as such on the Société Générale Forge Platform (as defined below in paragraph 6(iv) of Part B).

- Condition 4(a) is hereby deleted and replaced by the following:

“Payments of principal and interest in respect of Notes shall be made to an account in euro with a Bank (as defined below) designated by the relevant Noteholder to the Registrar. All payments validly made to such Bank will be an effective discharge of the Issuer in respect of such payments.”

- Condition 5(n) is hereby deleted and replaced by the following:

“All Notes redeemed or purchased by or on behalf of the Issuer for cancellation shall be cancelled by transfer to a dedicated public address of the Issuer and, if so transferred, shall be cancelled forthwith. Any Notes so cancelled may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.”

27.	Additional Financial Centre(s) for the purposes of Condition 4(e) of the French Law Conditions:	Not Applicable
28.	Payments on non-Payment Business Days (Condition 4(e) of the French Law Conditions):	Following, it being provided that for the purposes of the Notes, Payment Business Day shall mean a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in France
29.	Redenomination applicable:	Not Applicable
30.	Consolidation applicable:	Not Applicable
31.	Meeting and Voting Provisions Condition 12 of the French Law Conditions):	<p>No Masse</p> <p>For the purpose of the third paragraph of Condition 12(a)(iv), the right of each Noteholder to participate in a General Meeting will be evidenced by the entries in the DEEP of the name of such Noteholder as of 0:00, Paris time, on the second business day preceding the date set for the General Meeting.</p>
32.	Notices (Condition 13):	<p>Condition 13 is hereby deleted and replaced by the following:</p> <p>Notices to the Noteholders shall be valid if, at the option of the Issuer, they are either (i) mailed to the Noteholders at their respective email or addresses, in which case they will be deemed to have been given on the fourth (4th) weekday (being a day other than a Saturday or a Sunday) after the mailing, or (ii) published via Société Générale Forge Platform on the basis of the information contained in the DEEP, in which case they will be deemed to have been given on the fourth (4th) weekday (being a day other than a Saturday or a Sunday) after the publication.</p>

If any such publication is not practicable, notice shall be validly given if published in accordance with Article 221-3 of the General Regulation (*Règlement Général*) of the AMF. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above.

33. Governing law:

The Notes and any non-contractual obligations arising out of or in connection with the Notes will be governed by, and shall be construed in accordance with, French law.

PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for the issue of the Notes by Société Générale pursuant to its Euro Medium Term Note - Paris Registered Programme.

Signed on behalf of the Issuer:

By:

Agathe ZINZINDOHOUE

Group Treasurer of the Issuer

Duly authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- | | | |
|------|-----------------------|--|
| (i) | Listing: | Application has been made for the Notes to be listed on the Securities Official List (SOL) of the Luxembourg Stock Exchange with effect from the Issue Date. |
| (ii) | Admission to trading: | Not Applicable |

2. RATINGS

Ratings: The Notes to be issued are expected to be rated:

S&P Global Ratings Europe Limited:	A
Moody's France S.A.S.:	A1
Fitch Ratings Ireland Limited:	A

The Credit ratings referred to above have been issued by S&P Global Ratings Europe Limited, Moody's France S.A.S. and Fitch Ratings Ireland Limited, each of which is established in the European Union and is registered under Regulation (EC) No. 1060/2009 of the European Parliament and of the Council dated 16 September 2009 on credit rating agencies, as amended (the **CRA Regulation**) and, as of the date hereof, appears on the list of credit rating agencies published on the website of the European Securities and Markets Authority (www.esma.europa.eu) in accordance with the CRA Regulation.

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

Save for any fees payable to the Manager, so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer.

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

- | | | |
|-----|------------------------|---|
| (i) | Reasons for the offer: | The Notes constitute Green Positive Impact Notes as defined in the section “ <i>Use of Proceeds</i> ” of the Base Prospectus and it is the Issuer’s intention to apply an amount equivalent to the net proceeds of the Notes to finance and/or refinance, in part or in full, Eligible Green Activities as defined in the sustainable and positive impact bond framework of the Issuer (the Framework). |
|-----|------------------------|---|

The Framework is available on:
https://www.societegenerale.com/sites/default/files/documents/2021-11/20211104_Societe-Generale-Sustainable-and-Positive-Impact-Bond-Framework.pdf

See "Use of Proceeds" wording in Base Prospectus

(ii) Estimated net proceeds: EUR 9,991,000.00

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

Indication of yield: Applicable

4.015 per cent. *per annum*

The yield is calculated at the Issue Date and is not an indication of any future yield.

6. **OPERATIONAL INFORMATION**

(i) ISIN: FR001400MDG5

(ii) Common Code: Not Applicable

(iii) Delivery: Delivery free of payment

(iv) Registrar: Société Générale Forge
Tour Société Générale
17 Cours Valmy
92800 Puteaux
France
Tel: +33 1 58 98 11 29
E-mail: registrar@sg-forge.com
Attention: Registrar Services

Société Générale Forge Platform is a platform dedicated to digital solutions of markets, financing, global transaction banking and securities services maintained and operated by, and under the responsibility of, Société Générale – Forge.

To be registered on the Société Générale Forge Platform, each Noteholder shall provide to the Registrar a certification that such Noteholder is not located in a non-cooperative State or territory (*État ou territoire non-coopératif*).

The Issuer will have a permanent access to the information relating to the Noteholders.

(v) Registration in a DEEP:

Applicable. The Notes will be registered in Ethereum, a permissionless DEEP.

The Issuer, or the Registrar on its behalf, performs the registration of the Notes and their transfer in the DEEP based on a smart contract. For this issuance, an identified smart contract will implement the registration and transfer of Notes in the DEEP at the Issue Date and during the life of the Notes (the **Smart Contract**). The Issuer shall have full discretion to change the Smart Contract provided that it notifies the Noteholders of such change in accordance with paragraph 32 Part A hereof. Pursuant to this condition, the Issuer decided to update the smart contract 0x4280B1Fd47e5573b66008A5F307C0cf82D9D95CF for technical reasons. From the date of this amendment, the address of new smart contract is 0x16A1090468E871ed1dC49D8c83366C904597C12a

Based on the Smart Contract, the Notes may be registered in the DEEP in the name of Noteholders, and may be transferred to investors, only if prior to such registration or transfer, the Noteholder or the investor, as the case may be, is included in the Whitelist.

The Noteholders are identified in the DEEP via the public address that will be provided by the Registrar to the Noteholders.

Registration of the Notes in the DEEP in the public address of Noteholders shall be effective only if the payment has been made, on the account designated for this purpose, to the Issuer (upon issue) or to the Noteholders (upon transfer).

(vi) Continuity Plan:

In accordance with Articles L. 211-3 *et seq.* and R. 211-9-7 of the French *Code monétaire et financier*, the registration of the Notes in the DEEP is subject to a continuity plan set up by the Issuer (the **Continuity Plan**).

The Continuity Plan requires the Issuer to keep an updated copy of the registration of the Notes performed by the Issuer in the DEEP (the **Copy**). The Issuer has put in place the appropriate measures to keep and safeguard the Copy.

The Issuer shall have full discretion to assess when the Continuity Plan shall be implemented.

The Continuity Plan shall be set up on the basis of the last updated version of the Copy.

The Issuer shall notify the Noteholders of its decision to implement the Continuity Plan, in accordance with paragraph 32 Part A hereof, and the date and time of such implementation.

As from the date and time on which the Continuity Plan is implemented as indicated in the notice, registration of, title to, and transfer of the Notes, shall be evidenced in accordance with Articles L. 211-3 *et seq.* of the French *Code monétaire et financier* by book-entries (*inscription en compte*) in an account maintained by the Issuer as per Condition 1(a)(i) of the Conditions.

If at any time after the activation of the Continuity Plan, the reasons for its implementation cease to exist, the Issuer, or its agent of its behalf, may notify the Noteholders, in accordance with paragraph 32 Part A hereof, of its decision to cease to implement the Continuity Plan and to revert to a registration of the Notes in the DEEP. In such case, the Issuer shall take all necessary technical measures to ensure that the DEEP evidences title to Notes held by each Noteholder appropriately.

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| (vii) | Names and addresses of Additional Paying Agent(s) (if any): | Not Applicable |
|-------|---|----------------|

7. DISTRIBUTION

- | | | |
|-------|---|---|
| (i) | Method of distribution: | Non-syndicated |
| (ii) | If syndicated: | Not Applicable |
| (iii) | If non-syndicated, name of the relevant Dealer: | Société Générale |
| (iv) | U.S. selling restrictions: | Regulation S compliance category 2 / TEFRA Not Applicable |
| (v) | Prohibition of Sales to EEA Retail Investors: | Applicable |

(vi) Prohibition of Sales to UK Retail Investors: Applicable

(vii) Additional selling restrictions: **The Notes may not be legally or beneficially owned at any time by any U.S. Person (as defined in Regulation S) and accordingly are being offered and sold outside the United States to persons that are not U.S. Persons in reliance on Regulation S.**