



**SUPPLEMENT DATED 12 NOVEMBER 2013
TO THE BASE PROSPECTUS DATED 24 JULY 2013**

SOCIÉTÉ GÉNÉRALE

as Guarantor
(incorporated in France)

and

SG ISSUER
as Issuer
(incorporated in Luxembourg)

**SGA SOCIÉTÉ GÉNÉRALE
ACCEPTANCE N.V.**
as Issuer
(incorporated in Curaçao)

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

Warrants Issuance Programme

This supplement (hereinafter this **Supplement**) constitutes a supplement for the purposes of Article 13.1 of the Luxembourg act dated 10 July 2005 on prospectuses for securities (hereinafter the **Prospectus Act 2005**) to the Warrants Issuance Programme Base Prospectus dated 24 July 2013 (hereinafter the **Base Prospectus**) and approved by the *Commission de Surveillance du Secteur Financier* (hereinafter the **CSSF**) on 24 July 2013 in accordance with Article 7 of the Prospectus Act 2005 implementing Article 13 of the Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading and amending Directive 2001/34/EC (the **Prospectus Directive**) as amended (which includes the amendments made by Directive 2010/73/EU (the **2010 PD Amending Directive**)).

The purpose of this Supplement is to modify, as set out in further detail in paragraphs 1 to 5 below, certain provisions of the Additional Terms and Conditions relating to One Delta, Fixed Leverage and Turbo Warrants, as set out on pages 195 to 275 (each inclusive) of the Base Prospectus and the related sections of the User Guide, as set out on pages 59 to 85 (each inclusive) of the Base Prospectus (together, the "**Modifications**"). **The Modifications are effective from (and including) the date of this Supplement and apply only in respect of Warrants the Final Terms relating to which are signed or issued on or after the date of this Supplement.**

This Supplement modifies and must be read in conjunction with the Base Prospectus and the supplements thereto dated 20 August 2013, 20 September 2013 and 16 October 2013 (together, the "**Prior Supplements**" and each a "**Prior Supplement**").

Full information on the Issuers and the Warrants is only available on the basis of the combination of the Base Prospectus, the Prior Supplements 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 Warrants 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 or a Prior Supplement, the statements in (i) above will prevail.

To the best of the knowledge and belief of each Issuer and the Guarantor, no other significant new factor, material mistake or inaccuracy relating to information included in the Base Prospectus has arisen or been noted, as the case may be, since the publication of the supplement dated 16 October 2013.

In accordance with Article 13.2 of the Prospectus Act 2005, investors who have agreed before this Supplement is published to purchase or subscribe for Warrants to which this Supplement relates have the right, exercisable

within a time-limit of two business days after the publication of this Supplement (no later than 14 November 2013) to withdraw their acceptances.

AMENDMENTS TO THE BASE PROSPECTUS

1/ Page 84 – User Guide, section headed "CASE STUDY #6: TURBO – Quanto":

In the section of the User Guide headed "CASE STUDY #6: TURBO – Quanto", the definition of "Actualisation Date" in paragraph 7 is deleted in its entirety and replaced with the following definition:

Actualisation Date	means either of the following: (1) the 15th calendar day of each calendar month or if such date is not a Valuation Date, the immediately succeeding Valuation Date; and (2) each day as of which a Potential Adjustment Event (if the Underlying is a Share) (or any event having similar effect in respect of the Underlying) occurs or which is an ex date in respect of a Gross Ordinary Distribution for the Underlying.
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2/ Page 261 – Condition 3.3.0.2.1.1 of the Additional Terms and Conditions relating to One Delta, Fixed Leverage and Turbo Warrants:

The definition of "Exercise Price (i)" in Condition 3.3.0.2.1.1 of the Additional Terms and Conditions relating to One Delta, Fixed Leverage and Turbo Warrants is deleted in its entirety and replaced with the following definition:

Exercise Price (i)	The Exercise Price (i) in respect of any Valuation Date(i) is determined in accordance with the following: On Valuation Date(0): Exercise Price (0) = ExercisePriceInitial For each subsequent Valuation Date(i), Exercise Price(i) shall be determined in accordance with the following formula: $\text{Exercise Price (i)} = \text{Exercise Price(i-1)} \times (1 + \% \text{FinancingRate(i-1)} - \% \text{RepoRate(i)})^{\text{ACT(i-1; i) / DayCountBasis}} - \% \text{DistRate(i)} \times \text{Dist(i)}$ [If Valuation Date(i) is the Final Valuation Date or an Early Expiration Event has occurred on such date, Exercise Price(i) will be converted into the Settlement Currency by the Calculation Agent using the latest available spot exchange rate as of the FXSourceFixingTime1 as published on [the Valuation Date immediately preceding]Valuation Date(i) by the FXSource1. If no such rate is available on [the Valuation Date immediately preceding]such Valuation Date(i), such rate shall be the first available spot exchange rate as of the FXSourceFixingTime1 to convert Exercise Price(i) into the Settlement Currency following such day, as published by the FXSource1, or any successor service or page used by the Calculation Agent for the purposes of ascertaining such rate.]
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3/ Page 262 – Conditions 3.3.0.2.1.4 and 3.3.0.2.1.4.1 of the Additional Terms and Conditions relating to One Delta, Fixed Leverage and Turbo Warrants:

The definition of "Dist(i)" in Condition 3.3.0.2.1.4 of the Additional Terms and Conditions relating to One Delta, Fixed Leverage and Turbo Warrants is deleted in its entirety and replaced with the following definition:

Dist(i)	<p>means, for any Valuation Date(i), the Gross Ordinary Distributions, in respect of the Underlying, which may be detached with an ex date between Valuation Date(i-1) excluded and Valuation Date(i) included.</p> <p>[If such Gross Ordinary Distribution is not denominated in TurboCurrency, this Gross Ordinary Distribution will be converted into such currency by the Calculation Agent using the latest available spot exchange rate as of the FXSourceFixingTime2 as published on [the Valuation Date immediately preceding]Valuation Date(i) by the FXSource2. If no such rate is available on [the Valuation Date immediately preceding]such Valuation Date(i), such rate shall be the first available spot exchange rate as of the FXSourceFixingTime2 to convert such Gross Ordinary Distribution into TurboCurrency following such day, as published by the FXSource2, or any successor service or page used by the Calculation Agent for the purposes of ascertaining such rate.]</p>
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The reference to "BaseCurrency" in Condition 3.3.0.2.1.4.1 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants is deleted and replaced by the term "TurboCurrency".

4/ Pages 263 to 264 – Conditions 3.3.0.2.2.4 and 3.3.0.2.2.4.1 of the Additional Terms and Conditions relating to One Delta, Fixed Leverage and Turbo Warrants:

The definition of "Dist(i)" in Condition 3.3.0.2.2.4 of the Additional Terms and Conditions relating to One Delta, Fixed Leverage and Turbo Warrants is deleted in its entirety and replaced with the following definition:

Dist(i)	<p>means, for any Valuation Date(i), the Gross Ordinary Distributions, in respect of the Underlying, which may be detached with an ex date between Valuation Date(i-1) excluded and Valuation Date(i) included.</p> <p>[If such Gross Ordinary Distribution is not denominated in TurboCurrency, this Gross Ordinary Distribution will be converted into such currency by the Calculation Agent using the latest available spot exchange rate as of the FXSourceFixingTime1 as published on [the Valuation Date immediately preceding] Valuation Date(i) by the FXSource1. If no such rate is available on [the Valuation Date immediately preceding] such Valuation Date(i), such rate shall be the first available spot exchange rate as of the FXSourceFixingTime1 to convert such Gross Ordinary Distribution into TurboCurrency following such day, as published by the FXSource1, or any successor service or page used by the Calculation Agent for the purposes of ascertaining such rate.]</p>
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The reference to "BaseCurrency" in Condition 3.3.0.2.2.4.1 of the Additional Terms and Conditions relating to One-Delta, Fixed Leverage and Turbo Warrants is deleted and replaced by the term "TurboCurrency".

5/ Pages 265 to 266 – Condition 3.3.1.4 of the Additional Terms and Conditions relating to One Delta, Fixed Leverage and Turbo Warrants:

The definition of "Actualisation Date" in Condition 3.3.1.4 of the Additional Terms and Conditions relating to One Delta, Fixed Leverage and Turbo Warrants is deleted in its entirety and replaced with the following definition:

Actualisation Date	means: (1) the 15th calendar day of each calendar month or if such date is not a Valuation Date, the immediately succeeding Valuation Date; and (2) each day as of which a Potential Adjustment Event (if the Underlying is a Share) (or any event having similar effect in respect of the Underlying) occurs or which is an ex date in respect of a Gross Ordinary Distribution for the Underlying.
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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 also be available on the website of:

- the Luxembourg Stock Exchange (www.bourse.lu) and
- the Issuers (www.sqlistedproducts.co.uk).

RESPONSIBILITY

Each Issuer and the Guarantor accept responsibility for the information contained in this Supplement.

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