



**SUPPLEMENT DATED 3 MARCH 2014  
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:

- incorporate certain additional information in the Base Prospectus in connection with the passporting of the Warrants Issuance Programme into the Kingdom of Norway and to make certain related modifications to the Terms and Conditions of the Warrants (together, the "**Norwegian Passporting Modifications**"); and
- incorporate by reference the press release "2013 activity and results regulated information" published by Société Générale on 12 February 2014 containing unaudited quarter four report and unaudited results for 2013 and to amend the summary accordingly (together, the "**Other Modifications**").

**The Norwegian Passporting Modifications and the Other Modifications are effective from (and including) the date of this Supplement and shall only apply to the Final Terms relating to Warrants, 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 and the supplements thereto dated 20 August 2013, 20 September 2013, 16 October 2013, 12 November 2013 and 3 December 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 3 December 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 5 March 2014) to withdraw their acceptances.

## DOCUMENT INCORPORATED BY REFERENCE

The following document which has been previously published or is published simultaneously with this Supplement and has been filed with the CSSF shall be deemed to be incorporated by reference into, and to form part of, this Supplement:

- the English version of the press release "2013 activity and results regulated information" published by Société Générale on 12 February 2014.

## CROSS REFERENCE LIST RELATING TO SOCIÉTÉ GÉNÉRALE

References to pages below are to those of press release.

|   |           |
|---|-----------|
| <b>Press release dated 12 February 2014 – 2013 fourth quarter results and 2013 annual results</b> | All pages |
| Consolidated balance sheet  | 21        |
| Consolidated income statement   | 20        |
| Methodology   | 22-26     |

The information incorporated by reference that is not included in the cross-reference list is considered as additional information and is not required by the relevant schedules of Commission Regulation (EC) 809/2004.

## AMENDMENTS TO THE BASE PROSPECTUS

### 1/ Page 9 – Section headed "SUMMARY OF THE PROGRAMME":

Element A.2: Consent to the use of the Base Prospectus.

Existing sub-paragraph (iii) shall be amended by the addition of the word "[Norway]" after the word "[Finland]".

Element B.19 B.12: Selected historical key financial information regarding the Guarantor.

The table relating to the selected historical key financial information regarding Société Générale is deleted and replaced by the following table:

|  | Year ended<br>2013<br>(currently<br>being<br>audited) | Year ended<br>2012* |
|--|---|---------------------|
| <b>Results (in EUR M)</b>                                    |   |                     |
| Net Banking Income   | 22,831  | 23,110              |
| Operating income   | 2,380   | 2,737               |
|  | 2,525   |                     |
| Net income before non controlling interests                  |   | 1,224               |
| Net income   | 2,175   | 790                 |
| <i>French retail Banking</i>                                 | 1,164   | 1,291               |
| <i>International Retail Banking &amp; Financial Services</i> | 1,020   | 617                 |

|  |                |                |
|--|----------------|----------------|
|  | 1,337          | 761            |
| <i>Global Banking and Investor Solutions</i> |                |                |
| <i>Corporate Centre</i>                      | <i>(1,346)</i> | <i>(1,879)</i> |
| <b>Activity (in EUR bn)</b>                  |                |                |
| Total assets and liabilities                 | 1,235.3        | 1,250.9        |
| Customer loans                               | 333.5          | 350.2          |
| Customer deposits                            | 344.7          | 337.2          |
| <b>Equity (in billions of euros)</b>         |                |                |
| Group shareholders' equity                   | 51.0           | 49.3           |
| Total consolidated equity                    | 54.1           | 53.6           |

\* The data for the 2012 financial year have been restated due to the implementation of the revised IAS19, resulting in the publication of adjusted data of the previous financial year.

The statements regarding significant changes in the financial or trading position of the Guarantor are deleted and replaced by the following statements:

|   |
|---|
| <b>Significant changes in the financial or trading position subsequent to the period covered by the historical financial information</b>  |
| Not applicable because there have been no significant changes in the financial or trading position of Société Générale and its consolidated subsidiaries (taken as a whole) since the date of its last published financial statements dated 31 December 2013. |

**2/ Page 60 – Section headed "DOCUMENTATION" in the BASE PROSPECTUS USER GUIDE:**

The third paragraph commencing "The Final Terms are available" shall be replaced in its entirety with the following:

"The Final Terms are available on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)), when the Warrants are admitted to trading on the Regulated Market of the Luxembourg Stock Exchange, and on the following website of the Issuers: [www.sgbourse.fr](http://www.sgbourse.fr) when the Warrants are offered to the public or admitted to trading on the Regulated Market of the Luxembourg Stock Exchange, [www.sgbourse.fr](http://www.sgbourse.fr) when the Warrants are offered to the public or admitted to trading on a Regulated Market in France, [www.listedproducts.co.uk](http://www.listedproducts.co.uk) when the Warrants are offered to the public or admitted to trading on a Regulated Market in the United Kingdom, [www.listedproducts.societegenerale.se](http://www.listedproducts.societegenerale.se) when the Warrants are offered to the public or admitted to trading on a Regulated Market in Sweden or Norway, [www.es.warrants.com](http://www.es.warrants.com) when the Warrants are offered to the public or admitted to trading on a Regulated Market in Spain and [www.warrants.it](http://www.warrants.it) when the Warrants are offered to the public or admitted to trading on a Regulated Market in Italy. **In the event of an offer being made by a financial intermediary, this financial intermediary will provide information to investors on the terms and conditions of the offer at the time the offer is made. Any financial intermediary using the prospectus has to state on its website that it uses the prospectus in accordance with the consent and the conditions attached thereto.**"

**3/ Page 86 – Section headed "PARTIES TO THE PROGRAMME":**

The following definition shall be inserted:

**"Paying Agent for Norwegian Warrants**

In respect of Norwegian Warrants, Nordea Bank Norge ASA, and/or any such additional or successor paying agent appointed in accordance with Condition 10."

**4/ Page 94 – Section headed "IMPORTANT INFORMATION RELATING TO NON-EXEMPT OFFERS OF WARRANTS":**

Sub-paragraph (ii) at the top of the page shall be amended by the addition of the word "Norway" after the word "Finland" in the second line.

The existing paragraph commencing "The only Relevant Member States which may," shall be amended in two places by the addition of the word "Norway" after the word "Finland" in the third line and after the word "Finland" in the fourth line.

**5/ Page 103 – Section headed "FORM OF THE WARRANTS WHILE IN UNCERTIFICATED AND GLOBAL FORM" - Section 1 (Definitions):**

The definition of "Uncertificated Nordic Warrants" shall be amended and replaced as follows:

**"Uncertificated Nordic Warrants** means Uncertificated Swedish Warrants, Uncertificated Finnish Warrants and Uncertificated Norwegian Warrants."

Following the above definition of "Uncertificated Nordic Warrants" the following definition will be inserted:

**"Uncertificated Norwegian Warrants** means Warrants issued in uncertificated and dematerialised book entry form, cleared and settled through a central securities depository and clearing institution, being either Verdipapirsentralen ASA or any other central securities depository and clearing institution as specified in the applicable Final Terms."

**6/ Page 104 – Section headed "FORM OF THE WARRANTS WHILE IN UNCERTIFICATED AND GLOBAL FORM" - Section 2 (Uncertificated Nordic Warrants):**

The first paragraph commencing "The Issuer may issue Uncertificated Nordic Warrants" shall be replaced in its entirety with the following:

"The Issuer may issue Uncertificated Nordic Warrants which will be Uncertificated Swedish Warrants, Uncertificated Finnish Warrants or Uncertificated Norwegian Warrants. The holder of an Uncertificated Nordic Warrant will be the person appearing in the register of the relevant securities depository and clearing institution in accordance with the legislation, rules and regulations applicable to, and/or issued by, the relevant central securities depository and clearing institution, being initially Euroclear Sweden, Euroclear Finland and Verdipapirsentralen ASA. Uncertificated Nordic Warrants will be transferable, and payments thereon will be made, in accordance with such legislation, rules and regulations as further described in the Terms and Conditions of the Warrants."

**7/ Page 107 - Section headed "FORM OF THE WARRANTS WHILE IN UNCERTIFICATED AND GLOBAL FORM" - Section 7 (Clearing Systems):**

The paragraph commencing "Any reference herein" shall be amended by the addition of the words ", Verdipapirsentralen ASA" after the words "Euroclear Sweden" in the sixth line.

**8/ Page 108 – Form of Final Terms**

The second paragraph commencing "A summary of the Warrants" shall be replaced in its entirety with the following:

"A summary of the Warrants (which comprises the summary in the Base Prospectus as amended to reflect the provisions of these Final Terms) is annexed to these Final Terms. Copies of the Base Prospectus, any Supplement(s) and these Final Terms are available for inspection from the head office of the Issuer, the Guarantor, the specified offices of the Paying Agents and, in the case of Warrants admitted to trading on the Regulated Market of the Luxembourg Stock Exchange, on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)) and, in the case of Warrants offered to the public or admitted to trading on (i) the Regulated Market of the Luxembourg Stock Exchange on the website of the Issuers ([www.sgbourse.fr](http://www.sgbourse.fr)), (ii) a Regulated Market in France on the website of the Issuers ([www.sgbourse.fr](http://www.sgbourse.fr)), (iii) on a Regulated Market in the United Kingdom on the website of the Issuers ([www.listedproducts.co.uk](http://www.listedproducts.co.uk)), (iv) on a Regulated Market in Sweden or Norway on the website of the Issuers ([www.listedproducts.societegenerale.se](http://www.listedproducts.societegenerale.se)), (v) on a Regulated Market in Spain on the website of the Issuers ([www.es.warrants.com](http://www.es.warrants.com)) and (vi) on a Regulated Market in Italy on the website of the Issuers ([www.warrants.it](http://www.warrants.it))."

**9/ Page 121 – Form of Final Terms - Section 26 part viii (Scheduled Last Credit Event Occurrence Date):**

Section viii entitled "Scheduled Last Credit Event Occurrence Date" shall be replaced in its entirety with the following:

"[Specify date for the purposes of Condition 2 of the Additional Terms and Conditions for Credit Linked Warrants] [In respect of Uncertificated Swedish Warrants, Uncertificated Finnish Warrants or Uncertificated Norwegian Warrants: the 12<sup>th</sup> Business Day immediately preceding the Scheduled Expiration Date] [If the Warrants are **neither** Uncertificated Swedish Warrants, **nor** Uncertificated Finnish Warrants, **nor** Uncertificated Norwegian Warrants: the 4<sup>th</sup> Business Day immediately preceding the Scheduled Expiration Date]"

**10/ Page 130 –Form of Final Terms – Section 33 (Form of the Warrants):**

The following shall be added as a new fifth paragraph before the current fifth paragraph commencing "[Warrants shall not be physically delivered in Belgium...]" which shall hereinafter become the sixth paragraph:

"[If *Uncertificated Norwegian Warrants*: Dematerialised Uncertificated Norwegian Warrants in book entry form issued, cleared and settled through the Verdipapirsentralen ASA in accordance with the Norwegian Financial Securities Register Act (Act no. 64 2002), as amended ]"

**11/ Page 143 – Section headed "TERMS AND CONDITIONS OF THE WARRANTS":**

The third paragraph commencing "Any reference herein to Euroclear" shall be amended by the addition of the words "Verdipapirsentralen ASA" after the words "Euroclear Finland Ltd (Euroclear Finland)" in the sixth line.

The fourth paragraph commencing "Any references in these Terms and Conditions" shall be replaced in its entirety with the following:

"Any references in these Terms and Conditions to **Uncertificated Swedish Warrants** shall be references to Uncertificated Warrants settled through Euroclear Sweden, any references to **Uncertificated Finnish Warrants** shall be references to Uncertificated Warrants settled through Euroclear Finland and any references to **Uncertificated Norwegian Warrants** shall be references to Uncertificated Warrants settled through Verdipapirsentralen ASA. Uncertificated Swedish Warrants, Uncertificated Finnish Warrants and Uncertificated Norwegian Warrants shall, together, mean the **Uncertificated Nordic Warrants**."

**12/ Page 148 – Condition 1.5 (Form, Currency of Payment, Title and Transfer) of the Terms and Conditions of the Warrants:**

The following new Condition 1.5 (*Uncertificated Norwegian Warrants*) shall be added after Condition 1.4 (*Uncertificated Finnish Warrants*) and before the current Condition 1.5 (*Transfers of Warrants*) which shall hereinafter be renumbered as Condition 1.6 (and any consequential amendments to cross-references shall be deemed made accordingly):

**"1.5 Uncertificated Norwegian Warrants**

Uncertificated Norwegian Warrants are issued in registered, dematerialised and uncertificated book-entry form issued, cleared and settled by Verdipapirsentralen ASA in accordance with the Norwegian Financial Securities Register Act (Act no. 64 2002) (No. lov av 5. Juli 2002 nr 64 om registrering av finansielle instrumenter) as amended and the rules and regulations (such rules and regulations, the **Norwegian CSD Rules**) applicable to Verdipapirsentralen ASA, the Norwegian central securities depository (No. verdipapirregister) (the **Norwegian CSD**). No physical global or definitive warrants will be issued in respect of Uncertificated Norwegian Warrants. All payments in respect of Uncertificated Norwegian Warrants will be made through the Norwegian CSD in accordance with the Norwegian CSD Rules.

**Warrantholder** means, in the context of Uncertificated Norwegian Warrants, the person in whose name an Uncertificated Norwegian Warrant is registered in the Register (as defined below) and the reference to a person in whose name an Uncertificated Norwegian Warrant is registered shall also include any person duly authorised to act as a nominee (No. forvalter) and registered for the Uncertificated Norwegian Warrants. For such purposes, the **"Register"** means the register maintained by the Norwegian CSD on behalf of the Issuer in accordance with the Norwegian CSD Rules and, as far as the application of the Conditions is concerned, title to Uncertificated Norwegian Warrants shall pass by registration in the Register.

Except as ordered by a court of competent jurisdiction or as required by law, the Warrantholder (as defined above) of any Uncertificated Norwegian Warrants shall be deemed to be and may be treated as its absolute owner for all purposes whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it and no person shall be liable for so treating the Warrantholder.

With respect to Uncertificated Norwegian Warrants, references to the **"Operator"** and related expressions shall be to the Norwegian CSD, references to the **"Regulations"** shall be to the Norwegian CSD Rules and references to the **"Agent"** shall be to Nordea Bank Norge ASA. Without prejudice to Condition 1.5.4, beneficial interests in Uncertificated Norwegian Warrants will be transferable only in accordance with the Norwegian CSD Rules. Title to such beneficial interests in the Uncertificated Norwegian Warrants shall pass in the records maintained by the Norwegian CSD in accordance with the Norwegian CSD Rules.

Without prejudice to Condition 1.5.4, beneficial interests in Uncertificated Norwegian Warrants will be transferable only in accordance with the Norwegian CSD Rules. Title to such beneficial interests in the Uncertificated Norwegian Warrants shall pass in the records maintained by the Norwegian CSD in accordance with the Norwegian CSD Rules.

The Issuer and/or the Agent shall be entitled to obtain information from the register of the Uncertificated Norwegian CSD to the extent permitted in the Norwegian CSD Rules.

For so long as it is a requirement of the Norwegian CSD Rules, the Settlement Currency for Uncertificated Norwegian Warrants may only be NOK , or as specified in the relevant Final Terms."

**13/ Pages 160 and 161 – Condition 4.4 (*Payments and Deliveries*) of the Terms and Conditions of the Warrants:**

The first paragraph commencing "Payments in respect of Uncertificated Nordic Warrants" shall be amended by the addition of the words "Verdipapirsentralen ASA" after the words "Euroclear Sweden" in the fourth line and the addition of ", Oslo (in the case of Uncertificated Norwegian Warrants)" following "Stockholm (in the case of Uncertificated Swedish Warrants)" in the final line.

The second paragraph commencing "In the event of late payment" shall be amended by the addition of "or, in the case of Uncertificated Norwegian Warrants, NIBOR (as defined below) plus one percentage point" at the end of the first sentence.

The following shall be added as a new fourth paragraph, before the current fourth paragraph commencing "EURIBOR means the rate", which shall hereinafter become the fifth paragraph:

"**NIBOR** means the average of the interest rates for deposits in Norwegian Kroner with maturities one week published by the NIBOR panel banks at about 12.00 noon (Oslo time) (or at 10 a.m. on days with shorter market opening hours) on days on which commercial banks are open for general business in Oslo, appearing on the Thomson Reuters screen-based information system and other information systems specified by Finance Norway. The average rate is calculated by the party appointed by Finance Norway to act as calculation agent."

**14/ Page 171 - Condition 5.6.1 (*Optional Early Settlement Amount and Optional Early Settlement Price*) of the Terms and Conditions of the Warrants:**

The following shall be inserted following the final paragraph commencing "Any such early settlement in respect":

"Any such early settlement in respect of Uncertificated Norwegian Warrants shall be in accordance with the Norwegian CSD Rules and the notice to Warrant holders shall also specify the Uncertificated Norwegian Warrants or amounts of the Uncertificated Norwegian Warrants to be cancelled or in respect of which such option has been so exercised and the procedures for partial cancellations laid down in the Norwegian CSD Rules."

**15/ Page 174 - Condition 5.7.1 (*Optional Early Settlement Amount and Optional Early Settlement Price*) of the Terms and Conditions of the Warrants:**

The following shall be inserted following the final paragraph commencing "Any such early settlement in respect":

"Any such early settlement in respect of Uncertificated Norwegian Warrants shall be in accordance with the Norwegian CSD Rules and the notice to Warrant holders shall also specify the Uncertificated Norwegian Warrants or amounts of the Uncertificated Norwegian Warrants to be cancelled or in respect of which such option has been so exercised and the procedures for partial cancellations laid down in the Norwegian CSD Rules."

**16/ Page 182 – Condition 7 (*Prescription*) of the Terms and Conditions of the Warrants:**

The existing words in the third paragraph shall be amended by the addition of the words ", Uncertificated Norwegian Warrants" following "Swedish Warrants" in the first line and "or Uncertificated Norwegian Warrants" following "Swedish Warrants" in the third line.

**17/ Page 184 – Condition 10 (*Appointment of Agents*) of the Terms and Conditions of the Warrants:**

In the second paragraph commencing with "Notwithstanding the foregoing, in respect of Uncertificated Warrants", the following words shall be inserted in the second sentence, following the words "(SFS 1998:1479)":

"or in the case of Uncertificated Norwegian Warrants, under the Norwegian Financial Securities Register Act (Act no. 64 2002) (*No. lov av 5. Juli 2002 nr 64 om registrering av finansielle instrumenter*)"

Following the end of the second paragraph commencing with "Notwithstanding the foregoing, in respect of Uncertificated Warrants", the following shall be inserted:

"In respect of Uncertificated Norwegian Warrants, the Issuer will, in accordance with the Norwegian Financial Securities Register Act (Act no. 64 2002), appoint (i) Verdipapirsentralen ASA as the central securities depository and clearing institution and (ii) an Additional Paying Agent for Norwegian purposes. Such Additional Paying Agent shall be specified in the relevant Final Terms and shall have the characteristics described in Condition 10."

Following the end of the final paragraph commencing with "References in the Conditions to", the following shall be inserted:

"References in the Conditions to the "Paying Agent" shall include the Norwegian Issuer Agent or any additional or successor Norwegian Issuer agent. The Issuer reserves the right at any time to vary or terminate the appointment of the Norwegian CSD and the Norwegian Issuer Agent and to appoint a substitute Norwegian central securities depository or agent, provided that the Issuer shall at all times maintain a Norwegian CSD which shall be a duly authorised central securities depository under the Norwegian Financial Securities Register Act and a Norwegian Issuer Agent in Norway duly authorised under the CSD Rules."

**18/ Page 186 – Condition 12 (*Substitution*) of the Terms and Conditions of the Warrants:**

In the third paragraph commencing "In respect of Uncertificated Nordic Warrants", the following amendments shall be made:

- in the second line following the words "Swedish CSD" the words "Norwegian CSD" shall be inserted; and
- in the fourth line following the words "Swedish CSD Rules" the words ", the Norwegian book-entry system in accordance with the Norwegian CSD Rules" shall be inserted.

**19/ Page 473 – Condition 2 (*Consequences of Disrupted Days for a Share*) of the Additional Terms and Conditions for Share Linked Warrants:**

In the paragraph commencing "(i) in respect of Uncertificated Nordic Warrants", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "(ii) in respect of Uncertificated Nordic Warrants" the words " or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB), "

**20/ Page 481 – Condition 3.1.4 (*Correction of the Closing Price of a Share*) of the Additional Terms and Conditions for Share Linked Warrants:**

In the paragraph commencing "(i) in respect of Uncertificated Nordic Warrants", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "(ii) in respect of Uncertificated Nordic Warrants" the words " or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB), "

**21/ Page 482 – Condition 3.2.1.1 (*In respect of the termination of Warrants whose Optional Early Settlement Amount could be as low as zero*) of the Additional Terms and Conditions for Share Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB), "

**22/ Page 483 – Condition 3.2.1.2 (*In respect of the termination of Warrants whose Optional Early Settlement Amount cannot be in any case lower than an amount strictly positive (the Optional Minimum Settlement Amount)*) of the Additional Terms and Conditions for Share Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB), "

**23/ Pages 483 and 484 – Condition 3.2.2.1 (In respect of the termination of Warrants whose Settlement Amount as defined in the applicable Final Terms could be as low as zero) of the Additional Terms and Conditions for Share Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**24/ Page 484 – Condition 3.2.2.2 (in respect of the termination of Warrants whose Settlement Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the Minimum Settlement Amount)) of the Additional Terms and Conditions for Share Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**25/ Page 486 – Condition 3.2.3 (Definitions specific to the Monetisation until the Expiration Date) of the Additional Terms and Conditions for Share Linked Warrants:**

In the paragraph commencing "(i) in respect of Uncertificated Nordic Warrants" in the description of "Hedge Positions", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "(ii) in respect of Uncertificated Nordic Warrants" in the description of "Hedge Positions" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**26/ Pages 492 and 493 – Condition 2 (Consequences of Disrupted Days for an Index) of the Additional Terms and Conditions for Index Linked Warrants:**

In the paragraph commencing "(i) in respect of Uncertificated Nordic Warrants", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "(ii) in respect of Uncertificated Nordic Warrants" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**27/ Page 497 – Condition 3.1.3 (Correction of the Closing Price of an Index) of the Additional Terms and Conditions for Index Linked Warrants:**

In the paragraph commencing "(i) in respect of Uncertificated Nordic Warrants", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "(ii) in respect of Uncertificated Nordic Warrants" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**28/ Page 498 - Condition 3.2.1.1 (In respect of the termination of Warrants whose Optional Early Settlement Amount could be as low as zero) of the Additional Terms and Conditions for Index Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".



**29/ Page 499 – Condition 3.2.1.2 (in respect of the termination of Warrants whose Optional Early Settlement Amount cannot be in any case lower than an amount strictly positive (the Optional Minimum Settlement Amount)) of the Additional Terms and Conditions for Index Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**30/ Page 500 – Condition 3.2.2.1 (In respect of the termination of Warrants whose Settlement Amount as defined in the applicable Final Terms could be as low as zero) of the Additional Terms and Conditions for Index Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**31/ Page 501 - Condition 3.2.2.2 (in respect of the termination of Warrants whose Settlement Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the Minimum Settlement Amount)) of the Additional Terms and Conditions for Index Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**32/ Page 502 - Condition 3.2.3 (Definitions specific to the Monetisation until the Expiration Date) of the Additional Terms and Conditions for Index Linked Warrants:**

In the paragraph commencing "(i) in respect of Uncertificated Nordic Warrants" in the description of Hedge Positions, the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "(ii) in respect of Uncertificated Nordic Warrants" in the description of Hedge Positions the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**33/ Page 509 – Condition 1 (General Definitions) of the Additional Terms and Conditions for SGI Index Linked Warrants:**

In the paragraph commencing "(i) in respect of Uncertificated Nordic Warrants" in the definition of Hypothetical Hedge Positions the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "(ii) in respect of Uncertificated Nordic Warrants" in the definition of Hypothetical Hedge Positions the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**34/ Page 513 – Condition 2 (Consequences of Disrupted Days for a SGI Index) of the Additional Terms and Conditions for SGI Index Linked Warrants:**

In the paragraph commencing "(i) in respect of Uncertificated Nordic Warrants", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "(ii) in respect of Uncertificated Nordic Warrants" the words " or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**35/ Page 516 – Condition 3.1.3 (Correction of the Closing Price of a SGI Index) of the Additional Terms and Conditions for SGI Index Linked Warrants:**

In the paragraph commencing "(i) in respect of Uncertificated Nordic Warrants", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "(ii) in respect of Uncertificated Nordic Warrants" the words " or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**36/ Page 517 – Condition 3.2.1.1 (In respect of the termination of Warrants whose Optional Early Settlement Amount as defined in the applicable Final Terms could be as low as zero) of the Additional Terms and Conditions for SGI Index Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**37/ Page 517 – Condition 3.2.1.2 (in respect of the termination of Warrants whose Optional Early Settlement Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the Optional Minimum Settlement Amount)) of the Additional Terms and Conditions for SGI Index Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**38/ Page 518 – Condition 3.2.2.1 (In respect of the termination of Warrants whose Settlement Amount as defined in the applicable Final Terms could be as low as zero) of the Additional Terms and Conditions for SGI Index Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**39/ Page 519 – Condition 3.2.2.2 (in respect of the termination of Warrants whose Settlement Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the Minimum Settlement Amount)) of the Additional Terms and Conditions for SGI Index Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**40/ Page 520 – Condition 3.2.3 (Definitions specific to the Monetisation until the Expiration Date) of the Additional Terms and Conditions for SGI Index Linked Warrants:**

In the paragraph commencing "(i) in respect of Uncertificated Nordic Warrants" in the definition of Hedge Positions the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "(ii) in respect of Uncertificated Nordic Warrants" in the definition of Hedge Positions the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**41/ Page 526 – Condition 2 (*Consequences of Disrupted Days for a DR*) of the Additional Terms and Conditions for DR Linked Warrants:**

In the paragraph commencing "(i) in respect of Uncertificated Nordic Warrants", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "(ii) in respect of Uncertificated Nordic Warrants" the words " or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**42/ Page 535 – Condition 3.1.4 (*Correction of the Closing Price of a DR*) of the Additional Terms and Conditions for DR Linked Warrants:**

In the paragraph commencing "(i) in respect of Uncertificated Nordic Warrants", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "(ii) in respect of Uncertificated Nordic Warrants" the words " or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**43/ Page 536 – Condition 3.2.1.1 (*In respect of the termination of Warrants whose Optional Early Settlement Amount could be as low as zero*) of the Additional Terms and Conditions for DR Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**44/ Pages 536 and 537 – Condition 3.2.1.2 (*in respect of the termination of Warrants whose Optional Early Settlement Amount cannot be in any case lower than an amount strictly positive (the Optional Minimum Settlement Amount)*) of the Additional Terms and Conditions for DR Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**45/ Page 537 – Condition 3.2.2.1 (*In respect of the termination of Warrants whose Settlement Amount as defined in the applicable Final Terms could be as low as zero*) of the Additional Terms and Conditions for DR Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**46/ Page 538 – Condition 3.2.2.2 (in respect of the termination of Warrants whose Settlement Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the Minimum Settlement Amount)) of the Additional Terms and Conditions for DR Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**47/ Page 539 – Condition 3.2.3 (Definitions specific to the Monetisation until the Expiration Date) of the Additional Terms and Conditions for DR Linked Warrants:**

In the paragraph commencing "(i) in respect of Uncertificated Nordic Warrants" in the definition of Hedge Positions the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "(ii) in respect of Uncertificated Nordic Warrants" in the definition of Hedge Positions the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**48/ Page 547 and 548 – Condition 2 (Consequences of Disrupted Days for a Share, a DR or an Index) of the Additional Terms and Conditions for Dividend Linked Warrants:**

In the paragraph commencing "(i) in respect of Uncertificated Nordic Warrants", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "(ii) in respect of Uncertificated Nordic Warrants" the words " or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**49/ Page 552 – Condition 3.1.5 (Corrections) of the Additional Terms and Conditions for Dividend Linked Warrants:**

In the paragraph commencing "(i) in respect of Uncertificated Nordic Warrants", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "(ii) in respect of Uncertificated Nordic Warrants" the words " or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**50/ Page 553 – Condition 3.2.1.1 (In respect of the termination of Warrants whose Optional Early Settlement Amount could be as low as zero) of the Additional Terms and Conditions for Dividend Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**51/ Page 554 – Condition 3.2.1.2 (in respect of the termination of Warrants whose Optional Early Settlement Amount cannot be in any case lower than an amount strictly positive (the Optional Minimum Settlement Amount)) of the Additional Terms and Conditions for Dividend Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**52/ Pages 554 and 555 – Condition 3.2.2.1 (In respect of the termination of Warrants whose Settlement Amount as defined in the applicable Final Terms could be as low as zero) of the Additional Terms and Conditions for Dividend Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**53/ Page 555 – Condition 3.2.2.2 (in respect of the termination of Warrants whose Settlement Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the Minimum Settlement Amount)) of the Additional Terms and Conditions for Dividend Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**54/ Page 557 – Condition 3.2.3 (Definitions specific to the Monetisation until the Expiration Date) of the Additional Terms and Conditions for Dividend Linked Warrants:**

In the paragraph commencing "(i) in respect of Uncertificated Nordic Warrants" in the definition of Hedge Positions the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "(ii) in respect of Uncertificated Nordic Warrants" in the definition of Hedge Positions the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**55/ Page 561 – Condition 1 (Definitions relating to ETF) of the Additional Terms and Conditions for ETF Linked Warrants:**

In the paragraph commencing "(i) in respect of Uncertificated Nordic Warrants" in the definition of Hypothetical Hedge Positions the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "(ii) in respect of Uncertificated Nordic Warrants" in the definition of Hypothetical Hedge Positions the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**56/ Page 564 – Condition 1.3 (Consequences of Disrupted Days for an ETF) of the Additional Terms and Conditions for ETF Linked Warrants:**

In the paragraph commencing "(i) in respect of Uncertificated Nordic Warrants" the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "(ii) in respect of Uncertificated Nordic Warrants" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**57/ Page 570 – Condition 2.3.2.1 (which is renumbered Condition 2.3.1.1) (In respect of the termination of Warrants whose Optional Early Settlement Amount could be as low as zero) of the Additional Terms and Conditions for ETF Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**58/ Page 571 – Condition 2.3.2.2 (which is renumbered 2.3.1.2) (in respect of the termination of Warrants whose Optional Early Settlement Amount cannot be in any case lower than an amount strictly positive (the Optional Minimum Settlement Amount)) of the Additional Terms and Conditions for ETF Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**59/ Page 572 – Condition 2.3.2.1 (In respect of the termination of Warrants whose Settlement Amount as defined in the applicable Final Terms could be as low as zero) of the Additional Terms and Conditions for ETF Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**60/ Page 572 – Condition 2.3.2.2 (in respect of the termination of Warrants whose Settlement Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the Minimum Settlement Amount)) of the Additional Terms and Conditions for ETF Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**61/ Page 580 – Condition 2 (Consequences of a Disruption Event) of the Additional Terms and Conditions for Foreign Exchange Rate Linked Warrants:**

In the paragraph commencing "(i) in respect of Uncertificated Nordic Warrants", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "(ii) in respect of Uncertificated Nordic Warrants" the words " or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**62/ Page 581 – Condition 3.1.1 (In respect of the termination of Warrants whose Optional Early Settlement Amount could be as low as zero) of the Additional Terms and Conditions for Foreign Exchange Rate Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**63/ Page 582 – Condition 3.1.2 (in respect of the termination of Warrants whose Optional Early Settlement Amount cannot be in any case lower than an amount strictly positive (the Optional Minimum Settlement Amount)) of the Additional Terms and Conditions for Foreign Exchange Rate Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**64/ Pages 582 and 583 – Condition 3.2.1 (*In respect of the termination of Warrants whose Settlement Amount as defined in the applicable Final Terms could be as low as zero*) of the Additional Terms and Conditions for Foreign Exchange Rate Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**65/ Page 583 – Condition 3.2.2 (*in respect of the termination of Warrants whose Settlement Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the Minimum Settlement Amount)*) of the Additional Terms and Conditions for Foreign Exchange Rate Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**66/ Page 585 – Condition 3.3 (*Definitions specific to the Monetisation until the Expiration Date*) of the Additional Terms and Conditions for Foreign Exchange Rate Linked Warrants:**

In the paragraph commencing "(i) in respect of Uncertificated Nordic Warrants" in the definition of Hedge Positions the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "(ii) in respect of Uncertificated Nordic Warrants" in the definition of Hedge Positions the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**67/ Pages 603 and 604 – Condition 1 (*General Definitions*) of the Additional Terms and Conditions for Fund Linked Warrants:**

In the paragraph commencing "(i) in respect of Uncertificated Nordic Warrants" in the definition of Hypothetical Hedge Positions the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "(ii) in respect of Uncertificated Nordic Warrants" in the definition of Hypothetical Hedge Positions the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**68/ Page 604 – Condition 1 (*General Definitions*) of the Additional Terms and Conditions for Fund Linked Warrants:**

In the paragraph commencing "(A) in respect of Uncertificated Nordic Warrants" in the definition of Settlement Disruption Event the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "(B) in respect of Uncertificated Nordic Warrants" in the definition of Settlement Disruption Event the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**69/ Page 611 – Condition 2.2.2.1.1 (*in respect of the termination of Warrants whose Settlement Amount as defined in the applicable Final Terms could be as low as zero*) of the Additional Terms and Conditions for Fund Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**70/ Pages 611 and 612 – Condition 2.2.2.1.2 (in respect of the termination of Warrants whose Settlement Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the Minimum Settlement Amount) of the Additional Terms and Conditions for Fund Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**71/ Page 613 - Condition 2.3.1 (Disruption Events relating to any Fund and/or any Fund Unit) of the Additional Terms and Conditions for Fund Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**72/ Page 614 – Condition 2.3.1.3.1 (In respect of the termination of Warrants whose Settlement Amount as defined in the applicable Final Terms could be as low as zero) of the Additional Terms and Conditions for Fund Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**73/ Page 615 – Condition 2.3.1.3.2 (in respect of the termination of Warrants whose Settlement Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the Minimum Settlement Amount) of the Additional Terms and Conditions for Fund Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**74/ Page 616 – Condition 2.3.2 of the Additional Terms and Conditions for Fund Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".



**75/ Page 618 – Condition 2.4.2.1 (In respect of the termination of Warrants whose Optional Early Settlement Amount as defined in the applicable Final Terms could be as low as zero) of the Additional Terms and Conditions for Fund Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB)".

**76/ Pages 618 and 619 – Condition 2.4.2.2 (in respect of the termination of Warrants whose Settlement Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the Optional Minimum Settlement Amount)) of the Additional Terms and Conditions for Fund Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB)".

**77/ Page 621 – Condition 2.5.1 of the Additional Terms and Conditions for Fund Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB)".

**78/ Page 622 – Condition 2.5.2.1 (In respect of the termination of Warrants whose Optional Early Settlement Amount as defined in the applicable Final Terms could be as low as zero) of the Additional Terms and Conditions for Fund Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB)".

**79/ Page 623 – Condition 2.5.2.2 (in respect of the termination of Warrants whose Optional Early Settlement Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the Minimum Settlement Amount)) of the Additional Terms and Conditions for Fund Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB)".

**80/ Page 624 – Condition 2.5.2.3 (In respect of the termination of Warrants whose Settlement Amount as defined in the applicable Final Terms could be as low as zero) of the Additional Terms and Conditions for Fund Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**81/ Page 625 – Condition 2.5.2.4 (in respect of the termination of Warrants whose Settlement Amount as defined in the applicable Final Terms cannot be in any case lower than an amount strictly positive (the Minimum Settlement Amount)) of the Additional Terms and Conditions for Fund Linked Warrants:**

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words "or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB),".

**82/ Page 633 – Condition 1.7.4 (Consequences) of the Additional Terms and Conditions for Credit Linked Warrants:**

The existing words in the first paragraph shall be amended by the addition of the words ", Uncertificated Norwegian Warrants" following "Swedish Warrants" in the second line.

**83/ Page 635 – Condition 1.7.5.2 (in respect of the cancellation of Warrants whose Cash Settlement Amount or Physical Delivery Amount, as the case may be, as defined in the Final Terms cannot be in any case lower than an amount strictly positive (the Minimum Settlement Amount)) of the Additional Terms and Conditions for Credit Linked Warrants:**

In the definition of "Compounding Rate" the existing words shall be amended by the addition of the words ", Uncertificated Norwegian Warrants" following "Swedish Warrants" in the fourth and sixth lines.

**84/ Page 651 – Condition 2 (Definitions) of the Additional Terms and Conditions for Credit Linked Warrants:**

In the definition of Credit Event Payment Date the existing words shall be amended by the addition of the words ", Uncertificated Norwegian Warrants" following "Swedish Warrants" in the second and tenth lines.

**85/ Page 658 – Condition 2 (Definitions) of the Additional Terms and Conditions for Credit Linked Warrants:**

In the definition of Expiration Date the existing words shall be amended by the addition of the words ", Uncertificated Norwegian Warrants" following "Swedish Warrants" in the third line of paragraph (A) and the third line of paragraph (B).

In the definition of Extension Date the existing words shall be amended by the addition of the words ", Uncertificated Norwegian Warrants" following "Swedish Warrants" in the second line.

**86/ Page 662 – Condition 2 (Definitions) of the Additional Terms and Conditions for Credit Linked Warrants:**

In the definition of Grace Period Extension Date the paragraph commencing with "If (i) Grace Period Extension is specified as Applicable" shall be amended by the addition of the words ", Uncertificated Norwegian Warrants" following "Swedish Warrants" in the seventh line.

**87/ Page 668 - Condition 2 (Definitions) of the Additional Terms and Conditions for Credit Linked Warrants:**

In the definition of Notice of Pending Credit Event sub-paragraphs (B), (C) and (D) shall be amended by the addition of the words ", Uncertificated Norwegian Warrants" following "Swedish Warrants" in each Sub-paragraph.

**88/ Page 675 - Condition 2 (Definitions) of the Additional Terms and Conditions for Credit Linked Warrants:**

The definition of Repudiation/ Moratorium Evaluation Date shall be amended by the addition of the words ", Uncertificated Norwegian Warrants" following "Swedish Warrants" in the fourteenth line.

**89/ Page 691 – Condition 2.1.1 (*Delay of Publication*) of the Additional Terms and Conditions for Inflation Linked Warrants:**

In the paragraph commencing "(A) in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "(C) in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words " or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB)".

**90/ Page 692 - Condition 2.1.2 (*Cessation of Publication*) of the Additional Terms and Conditions for Inflation Linked Warrants:**

In the paragraph commencing "(A) in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "(B) in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words " or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB)".

**91/ Page 693 - Condition 2.1.4 (*Material Modification Prior to Payment Date*) of the Additional Terms and Conditions for Inflation Linked Warrants:**

In the paragraph commencing "(A) in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "(B) in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words " or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB)".

**92/ Page 693 – Condition 2.1.6 (*Manifest Error in Publication*) of the Additional Terms and Conditions for Inflation Linked Warrants:**

In the paragraph commencing "(A) in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "(B) in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words " or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB)".

**93/ Page 696 – Condition 2.4 (*Consequences*) of the Additional Terms and Conditions for Bond Linked Warrants:**

The existing words in the first paragraph shall be amended by the addition of the words ", Uncertificated Norwegian Warrants" following "Swedish Warrants" in the second line.

**94/ Page 698 – Condition 2.5 (*Monetisation until the Expiration Date*) of the Additional Terms and Conditions for Bond Linked Warrants:**

In the definition of "Compounding Rate" the existing words shall be amended by the addition of the words ", Uncertificated Norwegian Warrants" following "Swedish Warrants" in the fourth and sixth lines.

**95/ Page 701 – Condition 3 (*Definitions*) of the Additional Terms and Conditions for Bond Linked Warrants:**

In the definition of Bond Event Date the existing words shall be amended by the addition of the words ", Uncertificated Norwegian Warrants" following "Swedish Warrants" in the first line of sub-paragraph (a) and the second line of sub-paragraph (b).

**96/ Page 705 - Condition 3 (*Definitions*) of the Additional Terms and Conditions for Bond Linked Warrants:**

In the definition of Extension Date the existing words shall be amended by the addition of the words ", Uncertificated Norwegian Warrants" following "Swedish Warrants" in the first line.

**97/ Page 706 - Condition 3 (Definitions) of the Additional Terms and Conditions for Bond Linked Warrants:**

In the definition of Last Bond Event Occurrence Date the existing words shall be amended by the addition of the words ", Uncertificated Norwegian Warrants" following "Swedish Warrants" in the second line.

**98/ Pages 720 and 721 – Condition 1.3 (Consequences of Disrupted Days for an ETP) of the Additional Terms and Conditions for ETP Linked Warrants:**

In the paragraph commencing "(i) in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "(ii) in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words " or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB)".

**99/ Page 726 - Condition 3 (Disruption Events Relating to any ETP Issuer and/or any ETP) of the Additional Terms and Conditions for ETP Linked Warrants:**

In the paragraph commencing "(i) in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "(ii) in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words " or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB)".

**100/ Page 727 - Condition 5(1) (Monetisation until the Expiration Date) of the Additional Terms and Conditions for ETP Linked Warrants:**

In the paragraph commencing "(A) in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "(B) in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words " or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB)".

**101/ Page 728 - Condition 5(2) (Monetisation until the Expiration Date) of the Additional Terms and Conditions for ETP Linked Warrants:**

In the paragraph commencing "(A) in respect of Uncertificated Nordic Warrants issued by an Issuer", the words ", the Norwegian Central Securities Depository (Verdipapirsentralen ASA)" shall be inserted following the words "(Euroclear Sweden AB)".

In the paragraph commencing "(B) in respect of Uncertificated Nordic Warrants issued by SG Issuer" the words " or the Norwegian Central Securities Depository (Verdipapirsentralen ASA)," shall be inserted following the words "(Euroclear Sweden AB)".

**102/ Page 729 – Form of Deed of Guarantee**

The reference to the base prospectus dated 24 July 2013 in paragraph 1 of the Form of Deed of Guarantee shall be deemed amended to refer to the base prospectus dated 24 July 2013, as supplemented from time to time.

**103/ Page 776 – Section headed "BUSINESS OVERVIEW/PRINCIPAL ACTIVITIES/PRINCIPAL MARKETS"**

The first paragraph commencing "Securities issued by Société Générale Effekten GmbH" shall be replaced in its entirety with the following:

"Securities issued by Société Générale Effekten GmbH are primarily issued on the German market. The securities may also be sold publicly in other EU Member States (France, Italy, Spain, the United Kingdom, Sweden, Finland and Norway)."

**104/ Page 780 – Section headed "BOOK ENTRY CLEARANCE SYSTEMS":**

The following new sub-paragraph 1.5 (*Verdipapirsentralen*) shall be added after sub-paragraph 1.4 (*Euroclear Finland*):

## **"1.5 Verdipapirsentralen ASA**

Verdipapirsentralen ASA (the "**VPS**") is a Norwegian public limited liability company which manages account operations and clearing activities for the Norwegian financial market. VPS is an authorised securities register pursuant to the Norwegian Financial Securities Register Act (Act no. 64 2002) (*No. lov av 5. Juli 2002 nr 64 om registrering av finansielle instrumenter*) under the supervision of the Norwegian Financial Supervisory Authority (*No. Finanstilsynet*). VPS is owned by Oslo Børs VPS Holding ASA.

For each Warrant issued through VPS, a so called security register is created. The security register will consist of a number of accounts, one for each holder of the Warrant in question. Such account is opened by the holder in person or by a nominee (*No. forvalter*) on behalf of the Warrantholder. Title to a registered Warrant is transferred through registration in the system operated by Verdipapirsentralen ASA (the "**VPS System**").

In conjunction with an issue of Warrants to be registered in the VPS System, the Issuer must engage a financial institution authorised by VPS to operate as an issuer agent. The issuer agent is responsible for ensuring that the instructions received from the Issuer with respect to the issue are duly registered. The issuer agent will be authorised to act on behalf of the Issuer in dealings with VPS."

### **105/ Page 797 – Sub-paragraph 2.6 of Taxation:**

The following new sub-paragraph 2.6 (*Norway*) shall be added after sub-paragraph 2.5.7 (*EU Savings Directive*) which was inserted by paragraph 45 of the fifth supplement to the Prospectus dated 3 December 2013:

#### **"2.6 Norway**

*The following is a summary of certain Norwegian tax consequences that may arise for Warrantholders who are resident in Norway for tax purposes, unless otherwise indicated. The summary comprises only the Warrants issued by the Issuer. The summary is based on legislation as at the date of this document and is intended to provide general information only. The tax treatment of each Warrantholder partly depends on the holder's specific situation. Each investor should consult a tax adviser as to the tax consequences relating to their particular circumstances resulting from holding Warrants. Any changes to applicable tax laws may have a retrospective effect.*

##### **2.6.1 Taxation of Individuals Resident in Norway**

Exercise of the Warrant as well as prior disposal (for instance sale or cancellation) is treated as a taxable realisation of the Warrant and will trigger a capital gain or loss. Capital gains will be taxable as "ordinary income", subject to the flat rate of 27 per cent. Losses will be deductible in the Warrantholder's "ordinary income", taxed at the same tax rate.

Any capital gain or loss is computed as the difference between the amount received by the Warrantholder on realisation and the cost price of the Warrant. The taxable gain is calculated in Norwegian kroner. The amounts received are converted to Norwegian kroner at the foreign exchange rate at the time of realisation. The cost price is equal to the price for which the Warrantholder acquired the Warrant, at the foreign exchange rate at the time of acquisition. Costs incurred in connection with the acquisition and realisation of the Warrant may be deducted from the Warrantholder's taxable income in the year of the realisation.

The value of the Warrant at the end of each income year will be included in the computation of the Warrantholder's taxable net wealth for municipal and state net wealth tax purposes. Listed Warrants are valued at their quoted value on 1 January in the assessment year, while non-listed warrants are valued at their estimated market value on 1 January in the assessment year. The marginal tax rate is currently 1.0 per cent.

##### **2.6.2 Taxation of Norwegian Legal Entities**

Limited liability companies and similar legal entities (except partnerships) are normally taxed on all income - including capital gains from realisation of the Warrants - at a flat rate of 27 per cent. Capital losses on the Warrants are normally fully deductible for tax purposes. Capital gains or losses will normally be calculated in accordance with the principles mentioned above.

Capital gains or losses on realisation of certain Warrants may however not be taxable or deductible in accordance with the "exemption method" (Norwegian Tax Act Section 2-38). This applies to Warrants based on the price of shares or a share index of which at least 90 per cent of the market value of the shares or index in general are based on shares in companies domiciled within the European Economic Area.

Limited liability companies and similar entities are not subject to net wealth taxation.

### **2.6.3 Taxation of Warrantheolders outside of Norway**

Warrantheolders who are not a resident in Norway for tax purposes are as a main rule not subject to Norwegian income tax on gains or profits realised on Warrants. Further, Warrantheolders who are not resident in Norway for tax purpose are as a main rule not subject to net wealth taxation.

However, if the Warrant has been used in or is attached to any business activity operated through a permanent establishment in Norway, the Warrantheolder may be liable to Norwegian income and wealth tax.

### **2.6.4 Others**

There are currently no Norwegian transfer taxes, stamp duty or similar taxes connected to purchase, disposal or redemption of Warrants. Further, there is no VAT on transfer of Warrants."

### **106/ Page 801 – Sub-paragraph 2.8 of Subscription, Sale and Transfer Restrictions:**

The following new sub-paragraph 2.7 (*Norway*) shall be added after sub-paragraph 2.6 (*Italy*) which was inserted by paragraph 46 of the fifth supplement to the Prospectus dated 3 December 2013, and before the current sub-paragraph 2.8 (*General*) (as renumbered by the fifth Supplement to the Base Prospectus dated 3 December 2013) which shall hereinafter be renumbered as sub-paragraph 2.9:

#### **"2.8 Norway**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme and each other Purchaser will be required to represent and agree, that the Warrants have not been offered or sold and will not be offered, sold or delivered directly or indirectly in the Kingdom of Norway by way of a public offering, unless in compliance with the Norwegian Securities Trading Act (No. Lov av 29. juni 2007 nr 75 om verdipapirhandel) and the Norwegian Securities Trading Regulations (No. forskrift av 29. Juni 2007 nr 876 til verdipapirhandelloven (verdipapirforskriften)), as amended from time to time."

### **107/ Page 802 – Section headed NOTIFICATION:**

The existing words shall be amended by the addition of the word "Norway" after the word "Finland" in the first line.

### **108/Page 804 – Section 6 headed SIGNIFICANT CHANGE IN THE ISSUER'S FINANCIAL OR TRADING POSITION**

This section shall be replaced in its entirety with the following:

#### **"SIGNIFICANT CHANGE IN THE ISSUER'S FINANCIAL OR TRADING POSTION**

There has been no significant change in the financial or trading position of (i) Société Générale and its consolidated subsidiaries (taken as a whole) since the date of its last published financial statements dated 31 December 2013 and (ii) SG Issuer, SGA Société Générale Acceptance N.V. and Société Générale Effekten GmbH since the date of their last respective published financial statements dated 31 June 2013."

### **109/ Page 804 – Sub-section 8.1 headed Warrants other than EU Warrants:**

This sub-section shall be replaced in its entirety with the following:

"The Warrants have been accepted for clearance through Euroclear, Clearstream, Luxembourg and Iberclear (which are the entities in charge of keeping the records). The appropriate Common Code and ISIN for each Issue of Warrants allocated by Euroclear and/or Clearstream, Luxembourg will be contained in the applicable Final Terms. Warrants may be held through additional or alternative clearing systems (including, without limitation, Euroclear Sweden AB, Euroclear Finland Ltd or Verdipapirsentralen ASA), in which case the appropriate information will be contained in the applicable Final Terms.

The address of Euroclear is 1, boulevard du Roi Albert II, B-1210, Brussels, Belgium; the address of Clearstream, Luxembourg is 42, avenue J F Kennedy, L-1855, Luxembourg; the address of Euroclear Sweden AB, 191, 101 23 Stockholm, Sweden; the address of Euroclear Finland Ltd is Urho Kekkosen katu 5 C, FI-00100, Helsinki, Finland; the address of Euroclear France is 115, rue Réaumur, 75081 Paris Cedex 02, France; the address of Iberclear is Plaza de la Lealtad, 1 28014 Madrid, Spain; and the address of Verdipapirsentralen ASA is Fred. Olsens gate 1 0152 Oslo."

## **DOCUMENTS AVAILABLE**

Copies of this Supplement and the document incorporated by reference 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](http://www.bourse.lu)) and
- the Issuers ([www.sglistedproducts.co.uk](http://www.sglistedproducts.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.