

# SOCIÉTÉ GÉNÉRALE EQUITY-LINKED NOTES

## PRODUCT SUPPLEMENT

(To the Offering Memorandum dated March 23, 2016)

Payment or delivery of all amounts due and payable or deliverable under the Equity-Linked Notes is irrevocably and unconditionally guaranteed pursuant to a Guarantee issued by

Société Générale, New York Branch

We, Société Générale, a société anonyme incorporated in the Republic of France (the “**Issuer**”), may offer from time to time, pursuant to the offering memorandum dated March 23, 2016 (as supplemented and amended from time to time, the “**Offering Memorandum**”), and this product supplement (the “**Product Supplement**”), the Equity-Linked Notes (each, a “**Note**” and together, the “**Notes**”) as part of one or more series of notes, certificates or securities issued by us under the **Program** (as defined herein). The specific terms of each offering of Notes will be set forth in the applicable pricing supplement (the “**Pricing Supplement**”). You should read this Product Supplement, the Offering Memorandum, and the applicable Pricing Supplement carefully before investment in the Notes. If the terms described in this Product Supplement are different or inconsistent with those described in the Offering Memorandum, the terms described in this Product Supplement will govern the Notes. If the terms described in the applicable Pricing Supplement are different or inconsistent with those described herein or in the Offering Memorandum, the terms described in the applicable Pricing Supplement will govern the Notes.

### General Terms of the Notes:

**Payment at Maturity:** If you hold your Notes to maturity (or Redemption), for each Note, you may receive a payment, which may or may not include the return of all or any portion of your initial investment, as specified in the applicable Pricing Supplement, subject to the credit risk of the Issuer and the Guarantor.

**Early Redemption:** Terms of specific Notes may permit or require early redemption at the option of the Issuer (“**Early Redemption**”). Unless otherwise specified in the applicable Pricing Supplement, you may not redeem the Notes prior to Redemption. The applicable Pricing Supplement will indicate the terms of the Early Redemption option, if any.

**Redemption:** For purposes of this Product Supplement, each of the maturity, accelerated maturity and/or Early Redemption of the Notes, as applicable, shall be referred to as “**Redemption**.” The date of the Redemption may be referred to as “**Early Redemption Date**,” “**Accelerated Maturity Date**,” “**Maturity Date**” or any Redemption date, as applicable, specified in the Pricing Supplement and each of these dates shall herein be referred to as the “**Redemption Date**.”

**Coupon and Coupon Payments:** Unless otherwise specified in the applicable Pricing Supplement, the Notes will not include any coupon payments. The applicable Pricing Supplement may specify whether the Notes pay a coupon based on: (i) movements in the price or value of or other events relating to one or more Reference Shares, (ii) a fixed amount or rate, or (iii) a floating amount or rate.

**Reference Share or Reference Shares:** The principal, coupons or any other amounts payable or deliverable on the Notes may be based on the movements in the price or value per share of, performance of or other events relating to one or more common stocks, preferred stocks or American Depositary Receipts (“**ADRs**”) (each a “**Reference Share**” and together, the “**Reference Shares**”) of one or more issuers not affiliated with us (each a “**Reference Issuer**” and together, the “**Reference Issuers**”). The Reference Share or Reference Shares for a particular offering of Notes will be specified in the applicable Pricing Supplement.

**Pricing Date:** With respect to a Reference Share, the date specified in the applicable Pricing Supplement on which the Initial Share Price for such Reference Share is determined by the Calculation Agent.

**Valuation Date:** For the purpose of calculating the amount of principal payment or any coupon payment you may receive for each Note, the Relevant Price of any Reference Share may be determined by the Calculation Agent on one or more dates specified in the applicable Pricing Supplement. Those dates may be referred to as “**Scheduled Trading Day(s)**,” “**Observation Date(s)**,” “**Potential Early Redemption Date(s)**,” “**Averaging Date(s)**,” “**Valuation Date(s)**,” “**Scheduled Trading Days**,” “**Final Valuation Date**,” “**Accelerated Final Valuation Date**,” “**Accelerated Valuation Date**,” “**Pricing Date**,” or other date(s) as specified in the applicable Pricing Supplement. For purposes of this Product Supplement, these dates shall herein be collectively referred to as the “**Valuation Dates**.”

**Maturity Date:** The applicable Pricing Supplement will specify the Maturity Date.

**Initial Share Price:** Unless otherwise specified in the applicable Pricing Supplement, with respect to any Reference Share, the Relevant Price of such Reference Share on the Pricing Date.

**Relevant Price:** Unless otherwise specified in the applicable Pricing Supplement, with respect to any Reference Share on any Valuation Date for such Reference Share, the Closing Price of such Reference Share on such Valuation Date.

**Closing Price:** Unless otherwise specified in the applicable Pricing Supplement, with respect to any Reference Share on any Scheduled Trading Day, the official closing price of such Reference Share on the Exchange for such Reference Share on such Scheduled Trading Day.

**Exchange:** With respect to a Reference Share, the applicable Pricing Supplement will specify the relevant exchange or quotation system for such Reference Share.

**Final Share Price:** Unless otherwise specified in the applicable Pricing Supplement, with respect to any Reference Share, the Relevant Price of such Reference Share on the last Valuation Date prior to the Redemption Date (the “**Final Valuation Date**”).

**Denominations:** Unless otherwise specified in the applicable Pricing Supplement, the Notes will be issued in denominations of \$1,000 (or the specified currency equivalent), and multiples of \$1,000 (or the specified currency equivalent) thereafter.

**Notional Amount:** Unless otherwise specified in the applicable Pricing Supplement, \$1,000 per Note.

**Currency:** Unless otherwise specified in the applicable Pricing Supplement, the Notes will be denominated in U.S. dollars.

**Investor Eligibility:** The applicable Pricing Supplement will specify the Investor Eligibility.

**Minimum Investment Amount and Minimum Holding:** The Notes will be subject to the minimum investment amount and minimum holding set forth in the applicable Pricing Supplement.

**Rating:** Unless otherwise specified in the applicable Pricing Supplement, the Notes are not, and will not be, rated by any nationally recognized statistical rating organization. The Notes are securities in the same series as and have equal rights and obligations as investment grade rated notes and certificates issued by us under the Program.

**Ranking:** The Notes will be our direct, general, unconditional, unsecured and unsubordinated obligation and will rank *pari passu* without any preference among themselves and *pari passu* with all of our other unconditional, unsecured and unsubordinated obligations, except those mandatorily preferred by law.

**Guarantee:** The payment or delivery of all amounts due and payable or deliverable under the Notes is irrevocably and unconditionally guaranteed pursuant to the Guarantee (as defined in the Offering Memorandum) by Société Générale, New York Branch (“**SGNY**” or the “**Guarantor**”).

**Program:** We intend to issue from time to time certificates, warrants or notes specified in the Offering Memorandum, including the Notes described herein, having an aggregate notional amount of up to \$6,000,000,000 (the “**Program**”).

**Other terms:** As specified in the section “*Certain Definitions*” herein and, with respect to each offering of Notes, as specified in the applicable Pricing Supplement.

**CAPITALIZED TERMS USED BUT NOT DEFINED HEREIN HAVE THE MEANINGS ASCRIBED TO THEM IN THE OFFERING MEMORANDUM.**

The Notes involve risks not associated with an investment in ordinary debt securities. See “*Risk Factors*” beginning on page 2 of this Product Supplement, on page 8 of the Offering Memorandum and in the applicable Pricing Supplement.

The Notes and the Société Générale, New York Branch Guarantee (the “Guarantee”) have not been, and will not be, registered under the Securities Act of 1933, as amended (the “Securities Act”) and, except as specified otherwise in the Pricing Supplement, are being offered pursuant to the exemption from the registration requirements thereof contained in Section 3(a)(2) of the Securities Act.

The Notes and the Guarantee may also, in conjunction with or independently from the exemption from registration provided by Section 3(a)(2) of the Securities Act, be offered and sold (i) in the United States, only to persons who are “Accredited Investors” (as defined in Rule 501 of Regulation D, as amended, under the Securities Act) in reliance on Section 4(a)(2) of the Securities Act (the “Section 4(a)(2) Notes”), or (ii) in the United States, to “Qualified Institutional Buyers” (as defined in Rule 144A, as amended, under the Securities Act) in reliance on Rule 144A under the Securities Act (“Rule 144A Notes”) or (iii) outside the United States, in reliance on Regulation S under the Securities Act (“Regulation S Notes”). The Section 4(a)(2) Notes, Rule 144A Notes or Regulation S Notes, as applicable, have not been, and will not be, registered under the Securities Act, or the state securities laws of any state of the United States or the securities laws of any other jurisdiction. The Section 4(a)(2) Notes, Rule 144A Notes or Regulation S Notes, as applicable, may not be offered, sold, pledged or otherwise transferred except in a transaction exempt from, or not subject to, the registration requirements of the Securities Act. Prospective purchasers are hereby notified that (i) the seller of the Section 4(a)(2) Notes may be relying on the exemption from provisions of Section 5 of the Securities Act contained in Section 4(a)(2) thereof and (ii) the seller of Rule 144A Notes may be relying on the exemption from provisions of Section 5 of the Securities Act provided by Rule 144A. For a description of certain restrictions on transfers and resales of the Section 4(a)(2) Notes, Rule 144A Notes and Regulation S Notes, see the section entitled “*Notice to Investors*” in the Offering Memorandum.

The Issuer has not been registered under the Investment Company Act of 1940, as amended (the “Investment Company Act”).

None of the Securities and Exchange Commission (the “SEC”), any state securities commission or regulatory authority or any other United States, French or other regulatory authority has approved or disapproved of the Notes or the Guarantee or passed upon the accuracy or adequacy of the Offering Memorandum, this Product Supplement or any Pricing Supplement. Any representation to the contrary is a criminal offense in the United States. Under no circumstances shall the Offering Memorandum, this Product Supplement and/or any Pricing Supplement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these Notes or the Guarantee, in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to qualification under the securities laws of any such jurisdiction.

**THE NOTES CONSTITUTE UNCONDITIONAL LIABILITIES OF THE ISSUER, AND THE GUARANTEE CONSTITUTES AN UNCONDITIONAL OBLIGATION OF THE GUARANTOR. THE NOTES AND THE GUARANTEE ARE NOT INSURED OR GUARANTEED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION, THE BANK INSURANCE FUND OR ANY U.S. OR FRENCH GOVERNMENTAL OR DEPOSIT INSURANCE AGENCY.**

SG Americas Securities, LLC (“SGAS”), one of the potential selling agents in this offering, is an affiliate of ours. See “*Supplemental Plan of Distribution—Conflicts of Interest*” herein.

The date of this Product Supplement is March 23, 2016.



## Table of Contents

	Page
RISK FACTORS.....	2
DESCRIPTION OF THE NOTES.....	11
CERTAIN DEFINITIONS.....	16
SUPPLEMENTAL PLAN OF DISTRIBUTION .....	24
CERTAIN ERISA CONSIDERATIONS .....	25

In making your investment decision, you should rely only on the information contained or incorporated by reference in this Product Supplement, the applicable Pricing Supplement and the Offering Memorandum. Copies of this Product Supplement, the applicable Pricing Supplement and the Offering Memorandum are available from us, at no cost to you, and you should read each of these documents carefully prior to investing in the Notes. We have not authorized anyone to give you any additional or different information. The information in this Product Supplement, the applicable Pricing Supplement and the Offering Memorandum may only be accurate as of the dates of each of these documents, respectively.

The contents of this Product Supplement are not to be construed as legal, business, or tax advice. The Notes described in this Product Supplement, the applicable Pricing Supplement and the Offering Memorandum are not appropriate for all investors, and involve important legal and tax consequences and investment risks which should be discussed with your professional advisors. You should be aware that the regulations of the Financial Industry Regulatory Authority, Inc. (formerly known as the National Association of Securities Dealers, Inc.) and the laws of certain jurisdictions (including regulations and laws that require brokers to ensure that investments are suitable for their customers) may limit the availability of the Notes.

We are offering to sell, and are seeking offers to buy, the Notes only in jurisdictions where such offers and sales are permitted. This Product Supplement, the applicable Pricing Supplement and the Offering Memorandum do not constitute an offer to sell or a solicitation of an offer to buy the Notes in any circumstances in which such offer or solicitation is unlawful.

Neither the delivery of this Product Supplement nor any sale made hereunder implies that there has been no change in our or our affiliates' affairs or that the information in this Product Supplement is correct as of any date after the date hereof.

You must (i) comply with all applicable laws and regulations in force in any jurisdiction in connection with the possession or distribution of this Product Supplement, the applicable Pricing Supplement and the related Offering Memorandum and the purchase, offer or sale of the Notes and (ii) obtain any consent, approval or permission required to be obtained by you for the purchase, offer or sale by you of the Notes under the laws and regulations applicable to you in force in any jurisdiction to which you are subject or in which you make such purchases, offers or sales; neither we, Société Générale, New York Branch, or any of our or their affiliates shall have any responsibility therefor.

In this Product Supplement, the applicable Pricing Supplement and the accompanying Offering Memorandum, "we," "us" and "our" refer to Société Générale, unless the context requires otherwise.

## **RISK FACTORS**

The Notes are generally riskier than ordinary debt securities. This section of the Product Supplement describes some risks relating to the Notes. Additional risk factors are described in the applicable Pricing Supplement and the Offering Memorandum. You should carefully consider all of the information set forth herein, in the applicable Pricing Supplement and in the Offering Memorandum and whether the Notes are suited to your particular circumstances before you decide to purchase them.

### **You must rely on your own evaluation of the merits as well as the risks of an investment in the Notes**

In connection with your purchase of the Notes, we urge you to consult your own financial, tax and legal advisors as to the risks involved in an investment in the Notes and to investigate the Reference Share or the Reference Shares, as applicable, and not rely on our views in any respect. You should make a complete investigation as to the merits of an investment in the Notes.

### **Unless the full return of principal at Redemption or a minimum return on the Notes is specified, you may lose your entire investment amount**

Unless the full return of principal at Redemption or a minimum return on the Notes is specified in the applicable Pricing Supplement, no assurance can be given, and none is intended to be given, that you will receive any portion of your initial investment in the Notes. Moreover, any payment to be made on your Notes depends on the Issuer's or the Guarantor's ability to satisfy their obligations as they become due. Accordingly, you may lose some or all of your initial investment.

### **The Notes are intended to be held to Redemption**

You may receive less, and potentially significantly less, than the amount you originally invested if you sell your Notes in the secondary market (if any exists) prior to Redemption. You should be willing and able to hold your Notes until Redemption. Also see "*Risk Factors - There may be no secondary market for the Notes; potential illiquidity of the secondary market*" herein.

### **Issuer and Guarantor credit risk**

The Notes are subject to our and the Guarantor's credit risk. Our ability to pay our obligations under the Notes is dependent upon a number of factors, including our and the Guarantor's creditworthiness, financial condition and results of operations. No assurance can be given, and none is intended to be given, that you will receive any amount at Redemption.

### **The Notes are not registered securities and will not be listed on any securities exchange; transfer restrictions may apply**

The Notes and the Guarantee are not registered under the Securities Act or under any state laws. The Notes are being offered pursuant to one or more exemptions from the registration requirements of the Securities Act. Neither the SEC nor any state securities commission or regulatory authority has recommended or approved the Notes or the Guarantee, nor has any such commission or regulatory authority reviewed or passed upon the accuracy or adequacy of this Product Supplement, the Offering Memorandum or the applicable Pricing Supplement. The Notes will not be listed on an organized securities exchange or any inter-dealer quotation system. Please also read "*Risk Factors – The Notes and the Guarantee are not registered securities*" in the Offering Memorandum.

### **The Notes are not insured by any third parties**

The Notes will be solely our and the Guarantor's obligations, and no other third party entity will have any obligation, contingent or otherwise, to make any payments or deliveries with respect to the Notes.

### **You will receive neither further benefits nor additional payments relating to the Notes if we call or redeem the Notes prior to their scheduled maturity (automatically or otherwise)**

The terms of any particular issuance of Notes, as specified in the applicable Pricing Supplement, may permit or require Early Redemption by us (automatic or otherwise). If the Notes are redeemed or called

by us prior to their scheduled maturity, you may be subject to reinvestment risk, whereby it is likely that you will not be able to invest in securities with similar risks, terms and yield as the Notes.

Moreover, in the event of an Early Redemption of the Notes, you will benefit from the features of the Notes only until the date of such Early Redemption, and you will receive no further benefits or payments under the Notes thereafter.

**You have no beneficial interest in the Reference Share(s); Payments on the Notes will not reflect dividends or distributions on the Reference Share(s)**

Investing in the Notes is not equivalent to investing in the Reference Share(s). As an investor in the Notes, you will not have any ownership interest or rights in the Reference Share(s), such as voting rights, rights to receive dividends or other distributions or any other rights with respect to such Reference Share(s). The return on the Notes will not reflect the return you would realize if you actually owned the Reference Share(s) and received dividends, if any, paid on those securities. Therefore, the yield to maturity based on the methodology for calculating the payment (if any) at Redemption may be less than the yield that would be produced if the Reference Share(s) were purchased directly and held for a similar period.

**The value of any Reference Share and the secondary market price of the Notes will be influenced by many unpredictable factors**

Several factors, most of which are beyond our control, may influence the value of any Reference Share during the term of the Notes, the value of the Notes in the secondary market and the price at which we, the applicable Dealer or any of our or its respective affiliates may be willing to purchase or sell the Notes in the secondary market. We expect that generally the Relevant Price of the Reference Share or the Reference Shares, as applicable, will affect the secondary market value of the Notes more than any other single factor. However, the value of the Notes in the secondary market may not vary in proportion to changes in the value of the Reference Share or the Reference Shares, as applicable. Other factors that may influence the value of the Notes include, without limitation:

- interest rates and yield rates in the market;
- the volatility (frequency and magnitude of changes in value) of the Reference Share or the Reference Shares, as applicable;
- the performance of the Reference Share or the Reference Shares, as applicable, prior to Redemption
- geopolitical conditions and economic, financial, political, regulatory or judicial events that affect stock markets generally and that may affect the Reference Share or the Reference Shares, as applicable, and the Relevant Price of the Reference Share or the Reference Shares, as applicable;
- supply and demand for the Notes;
- if applicable, our right to redeem the Notes early;
- dividend rates on the Reference Share or the Reference Shares, as applicable;
- the time remaining to the Redemption of the Notes;
- the creditworthiness of the Issuer and the Guarantor;
- whether a Market Disruption Event (as defined herein) has occurred;
- whether an Extraordinary Event, a Hedging Disruption Event or a Change in Law Disruption Event (each as defined herein) has occurred with respect to any Reference Share; and
- the occurrence of certain events affecting a Reference Issuer that may or may not require an antidilution adjustment.



Some or all of these factors may influence the price you will receive if you sell your Notes in the secondary market (if any exists) prior to Redemption. For example, you may have to sell your Notes at a substantial discount from the Notional Amount or at a price substantially less than the amount you originally invested in the Notes if the value of the Reference Share has (or one or more Reference Shares have) declined below its (or their) Initial Share Price(s). The impact of any of the factors set forth above may enhance or offset some or all of the changes resulting from another factor or factors.

We cannot predict the future performance of any Reference Share based on its historical performance. We also cannot predict whether the price or value of any Reference Share will fall or rise during the term of the Notes. Past fluctuation and trends in the prices of any Reference Share are not necessarily indicative of fluctuations or trends that may occur in the future.

**There may be no secondary market for the Notes; potential illiquidity of the secondary market**

The Notes are most suitable for purchase and holding until Redemption. The Notes will be new securities for which currently there is no trading market. We do not intend to apply for listing of the Notes and therefore the Notes will not be listed or quoted on any exchange. We cannot assure you as to whether there will be a secondary market for the Notes or, if there were to be such a secondary market, that it would be liquid.

In addition, the aggregate Notional Amount of the Notes being offered may not be purchased by investors in the initial offering, and one or more of our affiliates has agreed to purchase any unsold portion. Such affiliate or affiliates intend to hold the Notes, which may affect the supply of the Notes available in any secondary market trading and therefore may adversely affect the price of the Notes in any secondary market trading. If a substantial portion of any Notes held by our affiliates were to be offered for sale following this offering, the market price of such Notes could fall, especially if secondary market trading in such Notes is limited or illiquid.

Under ordinary market conditions, the Issuer, the applicable Dealer distributing the Notes (which may be SGAS) or another broker-dealer affiliated with us or such Dealer intends to maintain a secondary market in the Notes; however, neither the Issuer, such Dealer nor such affiliate has any obligation to provide a secondary market in the Notes and may cease doing so at any time. Accordingly, we cannot assure you as to the development or liquidity of any secondary market for the Notes. If neither the Issuer, the applicable Dealer nor any of their respective affiliates makes or maintains a secondary market in the Notes, you may not be able to sell your Notes easily or at prices that will provide you with a yield comparable to that of similar securities that have a liquid secondary market.

**We may sell the Notes through our affiliate, SGAS; Potential conflict of interest**

The Notes may be sold through our affiliate, SGAS, by appointment of SGAS as the principal agent for the sale of the Notes. SGAS and the Issuer are under common control and SGAS is not an underwriter that is independent from the Issuer. A conflict of interest may exist or arise with respect to the offering and sale of the Notes by SGAS to investors because an independent underwriter is not participating in the pricing of the Notes to investors.

Additionally, we may pay SGAS an underwriting fee and, similarly, if SGAS distributes the Notes to or through other broker-dealers or banks, we, SGAS or one of our affiliates may pay such other broker-dealers or banks a fee in connection with their distribution of the Notes. SGAS has discretion to determine the amount of fees paid to such other broker-dealers or banks, and may change them from time to time. Because such fees may negatively impact your investment in the Notes, SGAS's interests with respect to the Notes may be adverse to yours.

For more information about distribution of the Notes and related commissions, see the section "*Supplemental Plan of Distribution*" in this Product Supplement.

**The inclusion of commissions and projected profit from hedging in the original price is likely to adversely affect secondary market prices**

Assuming no change in market conditions or any other relevant factors, the price, if any, at which we, the applicable Dealer or one or more of our or its respective affiliates may be willing to purchase the Notes in secondary market transactions will likely be lower than the price at which you purchased the Notes (even if the Closing Price(s) of the (or each) Reference Share is not below its Initial Share Price). This is because such price included, and secondary market prices are likely to exclude, commissions paid with respect to the Notes, as well as the projected profit included in the cost of hedging our obligations under

the Notes. In addition, any such prices may differ from values determined by pricing models used by us, the applicable Dealer or one or more of our or its respective affiliates, as a result of dealer discounts, mark ups or other transaction costs. See also “*Risk Factors—Risks relating to each Reference Share*” herein.

**If the Notes are accelerated due to our insolvency, you may receive an amount substantially less than the Notional Amount of the Notes**

The amount you receive from us as payment on the Notes if the Notes are accelerated due to an Event of Default may be substantially diminished (and could be zero) if such an acceleration is due to our or the Guarantor’s insolvency and we or the Guarantor are not able to make such payment under applicable bankruptcy laws. Also see “*Risk Factors—Your return may be limited or delayed by the insolvency of Société Générale*” in the Offering Memorandum.

**Postponement of a Valuation Date and, if applicable, the Redemption Date upon a Market Disruption Event could adversely affect the return on the Notes**

Unless otherwise specified in the applicable Pricing Supplement, if, on any Valuation Date for a Reference Share, there is no Market Disruption Event (as defined in the section “*Certain Definitions – Market Disruption Event*”) with respect to such Reference Share, the determination of the Relevant Price of such Reference Share will be made on such Valuation Date, even if the Notes are linked to a basket of Reference Shares and one or more of the other Reference Shares experience a Market Disruption Event on such Valuation Date.

Unless otherwise specified in the applicable Pricing Supplement, if, on any Valuation Date, a Market Disruption Event occurs in respect of any Reference Share as described more fully in the section “*Description of Notes—Market Disruption Event*” herein, then such Valuation Date for such Reference Share (and only for such Reference Share) will be postponed until the immediately succeeding Scheduled Trading Day for such Reference Share on which no Market Disruption Event occurs in respect of such Reference Share. However, if a Market Disruption Event for a Reference Share exists on eight consecutive Scheduled Trading Days with respect to any Valuation Date for such Reference Share, the eighth Scheduled Trading Day will be the Valuation Date for such Reference Share. In that case, the Calculation Agent will determine the Relevant Price on such date in accordance with the section “*Description of Notes—Market Disruption Event*” herein.

If the Final Valuation Date or Accelerated Final Valuation Date in respect of one or more Reference Shares is postponed, then the applicable Redemption Date will be postponed until the fifth Business Day following the last postponed Final Valuation Date or Accelerated Final Valuation Date to occur in respect of any Reference Share.

Therefore, a Market Disruption Event with respect to a Reference Share that occurs on the Final Valuation Date or Accelerated Final Valuation Date for such Reference Share, as applicable, will affect (i) the timing of when the Final Share Price is determined for such Reference Share and (ii) the timing of the applicable Redemption Date. Therefore, such Market Disruption Event could adversely affect the timing of any payment at Redemption and the return (if any) on the Notes.

**The determination of the Final Share Price for any Reference Share may be made early upon the occurrence of an Extraordinary Event, which could adversely affect the value of and the return (if any) on the Notes**

If, during the term of the Notes, an Extraordinary Event (as defined herein) occurs with respect to a Reference Share, and the Calculation Agent determines that such an event would cause a Hedging Disruption, the Final Valuation Date for such Reference Share (and only such Reference Share) will be accelerated to the applicable Announcement Date or Approval Date, as the case may be, for such Extraordinary Event (or, if later, the date on which the Hedging Disruption Event would exist), and the Calculation Agent will calculate the Final Share Price for such Reference Share in accordance with the section “*Description of the Notes – Effects of Extraordinary Events*” herein. Therefore, in the case of a Hedging Disruption Event caused by an Extraordinary Event with respect to a Reference Share, performance of such Reference Share (and only such Reference Share) will be measured only from the Pricing Date to the applicable Announcement Date or Approval Date, as the case may be, (or, if later, the date on which the Hedging Disruption Event would exist), and not for the entire term of the Notes. You may, in this event, receive a return that is less, perhaps substantially, than you would have received had

such Hedging Disruption Event not occurred with respect to such Reference Share. **However, in such instance, the Maturity Date will not be accelerated.** In other words, although the Final Valuation Date in respect of the affected Reference Share will be accelerated, you will not be entitled to any early payments in the case of a Hedging Disruption Event with respect to any Reference Share and, other than the coupons payable on the Notes (if any), you will not receive any interest on any portion of your initial principal investment due to such acceleration of the Final Valuation Date for the remaining term of the Notes. In the event that the Final Valuation Date is accelerated due to a Hedging Disruption Event, your investment in the Notes may not reflect the full opportunity cost to you when you take into account factors that affect the time value of money.

**The determination of the Final Share Price for any Reference Share may be made early upon the occurrence of a Change in Law Disruption Event, which could adversely affect your return on the Notes**

During the term of the Notes, a Change in Law Disruption Event may occur with respect to any Reference Share. This would generally be deemed to have occurred should the adoption of or change in any applicable law or regulation prevent us or any of our affiliates from performing our or its duties hereunder or hedging our or its obligations hereunder, or materially increase the costs of such performance or hedging, in connection with such Reference Share (see “*Certain Definitions*” herein for more details). If the Calculation Agent determines that a Change in Law Disruption Event has occurred with respect to a Reference Share, the Final Valuation Date for such Reference Share (and only for such Reference Share) will be accelerated to the day on which such Change in Law Disruption Event has occurred, and the Final Share Price for such Reference Share will be determined by the Calculation Agent in accordance to the section “*Description of the Notes - Change in Law*” herein.

Therefore, in the case of a Change in Law Disruption Event with respect to a Reference Share, the performance of such Reference Share (and only such Reference Share) will be measured only from the Pricing Date to the Accelerated Final Valuation Date, and not for the entire term of the Notes. You may, in this event, receive a return that is less, perhaps substantially, than you would have received had the Change in Law Disruption Event not occurred with respect to such Reference Share. **However, in such instance, the Maturity Date will not be accelerated.** That is, although the Final Valuation Date in respect of the affected Reference Share will be accelerated, you will not be entitled to any early payments in the case of a Change in Law Disruption Event with respect to any Reference Share and, other than the coupons payable on the Notes (if any), you will not receive any interest on any portion of your initial principal investment due to such acceleration of the Final Valuation Date for the remaining term of the Notes. In the event that the Final Valuation Date is accelerated due to a Change in Law Disruption Event, your investment in the Notes may not reflect the full opportunity cost to you when you take into account factors that affect the time value of money.

**There is limited antidilution protection**

The Calculation Agent will adjust various terms specified in the applicable Pricing Supplement (including the Initial Share Price or any other variables or a combination of terms) for certain events affecting any Reference Issuer, such as stock splits, reverse stock splits, stock dividends, extraordinary dividends and certain other corporate actions that affect a Reference Issuer, such as All-Share Merger Event or Potential Adjustment Event (each as defined herein). We describe the specific corporate events that can lead to these adjustments in the section “*Description of Notes—Antidilution Adjustments*” herein.

If the relevant Reference Share is an ADR, the Calculation Agent will adjust various terms of the Notes as it deems appropriate for any actions taken by the depository for such ADR, but only in the situations and in the manner described in the section “*Description of Notes—Antidilution Adjustments*” herein.

However, the Calculation Agent is not required to make an adjustment for every event or action by a Reference Issuer or a third party that may adversely affect the Closing Price of a Reference Share and, therefore, may adversely affect the value of or final payout under the Notes. For example, the Calculation Agent is not required to make any adjustments if a Reference Issuer or anyone else makes a limited partial tender or partial exchange offer for a Reference Share.



## **A Reference Share may be replaced by shares of a company other than the relevant Reference Issuer**

Following a stock-for-stock merger where any Reference Issuer is not the surviving entity, the Calculation Agent may substitute the shares of the surviving entity as the relevant Reference Share and may adjust the terms of the Notes to account for the economic effect of such merger. If the Calculation Agent makes such a substitution, you may receive an amount at Redemption based on the Closing Price or Relevant Price of such new Reference Share. We describe the specific corporate event that can lead to these adjustments in “*Description of Notes—Antidilution Adjustments*” herein. The occurrence of such corporate event and the consequent adjustments may materially and adversely affect the market price of and the return (if any) on the Notes.

## **Fluctuations in foreign exchange rates may adversely affect the return (if any) on the Notes**

Unless otherwise specified in the applicable Pricing Supplement, the Notes and all of their principal terms based on which a payment will be determined (such as the Initial Share Price, the Relevant Price, the Notional Amount and the Final Share Price) are denominated in U.S. Dollars. If a Reference Share is an ADR and the deposited securities underlying such ADR are quoted and traded in a local currency other than the U.S. Dollar, fluctuations in the exchange rate between the local currency of the deposited securities underlying such ADR and the U.S. Dollar may indirectly affect the U.S. Dollar price at which such Reference Share is quoted and traded and, as a result, may affect the Relevant Price of such Reference Share, which in turn affects the value of and ultimate payout under the Notes.

In recent years, rates of exchange between the U.S. dollar and various foreign currencies have been highly volatile and this volatility may continue in the future. However, fluctuations in any particular exchange rate that have occurred in the past are not necessarily indicative of fluctuations that may occur during the term of the Notes.

## **Time differences between domestic and international markets may create discrepancies in the market value of Notes**

For Reference Shares traded in international markets, time differences between the domestic and international markets may result in discrepancies between the price of the Reference Shares and the market value of the Notes. To the extent that U.S. markets are closed while international markets for the Reference Shares remain open, significant price or rate movements may take place in the Reference Shares that will not be reflected immediately in the domestic market value of the Notes. Similarly, when the relevant international markets are closed for trading, the price of the Reference Shares may remain unchanged for one or more trading days in the U.S. market.

## **Certain business activities may create conflicts with your interests**

We, the Guarantor, the applicable Dealer or one or more of our or their respective affiliates, may engage in trading and other business activities relating to one or more Reference Shares that are not for your account or on your behalf. These activities may present a conflict between your interest in the Notes and interests we, the Guarantor, the applicable Dealer or one or more of our or their respective affiliates, may have in our or their proprietary account. Such activities may include, among other things, the exercise of voting power, financial advisory relationships, financing transactions, derivative transactions and the exercise of creditor rights, each of which may be contrary to your interests. Any of these trading and/or business activities may affect the price(s) of the Reference Share(s), and thus could be adverse to your return (if any) on the Notes. We, the Guarantor, the applicable Dealer and our or their respective affiliates may engage in any such activities without regard to the Notes or the effect that such activities may directly or indirectly have on the Notes.

We, the Guarantor, the applicable Dealer and/or one or more of our or their respective affiliates may have published, and may in the future publish, research reports relating to the Reference Share(s) or the Reference Issuer(s). This research is modified from time to time without notice and may express opinions or provide recommendations that are inconsistent with purchasing or holding the Notes. Any of these activities may affect the prices of the Reference Share(s) and, therefore, the value of the Notes.

We, the Guarantor, the applicable Dealer or one or more of our or their respective affiliates, may also issue, underwrite or assist unaffiliated entities in the issuance or underwriting of other securities or

financial instruments with returns indexed to one or more Reference Shares. By introducing competing products into the marketplace in this manner, we, the Guarantor, the applicable Dealer and/or our or their respective affiliates could adversely affect the value of the Notes.

In addition, to the extent applicable, we, the Guarantor, the applicable Dealer or one or more of our or their respective affiliates may, at present or in the future, engage in business with one or more Reference Issuers of one or more Reference Shares, including making loans to or equity investments in those companies or providing investment banking, asset management or other advisory services to those companies. These activities may present a conflict between your interests and the interests of the Issuer, the Guarantor, the applicable Dealer or our or their respective affiliates. In the course of that business, we, the Guarantor, the applicable Dealer or one or more of their respective affiliates may acquire non-public information about one or more Reference Shares or Reference Issuers. We, the Guarantor, the applicable Dealer and our and their respective affiliates have no obligation to disclose such information.

### **Hedging and trading activity could potentially adversely affect the value of the Notes**

In the ordinary course of business, whether or not we or our affiliates will engage in any secondary market making activities, we, the Guarantor, the applicable Dealer or one or more of our or their respective affiliates may effect transactions for our or their own account or for the account of our or their respective customers, including holding long or short positions, in one or more Reference Shares and/or related derivatives. In addition, in connection with the offering of the Notes and during the term of the Notes, we, the Guarantor, the applicable Dealer or one or more of our or their respective affiliates may enter into one or more hedging transactions relating to one or more Reference Shares and/or related derivatives. In connection with any of such hedging or any market-making activities or with respect to proprietary or other such trading activities, we, the Guarantor, the applicable Dealer and/or our or their respective affiliates may enter into transactions in one or more Reference Shares and/or related derivatives, which may affect the market price, liquidity or value of such Reference Share(s), and, therefore, the value of the Notes. We, the Guarantor, the applicable Dealer and/or any of our or their respective affiliates may also issue or underwrite other securities or financial or derivative instruments with returns linked or related to changes in the performance of one or more Reference Shares. Any of the situations herein may result in consequences which may be adverse to your interests in the Notes. We and the Guarantor assume no responsibility whatsoever for such consequences and their impact on your investment.

The Indenture (as defined herein) does not contain any restrictions on our ability or the ability of any of our affiliates to sell, pledge or otherwise convey all or any securities. Neither we nor the Guarantor nor any of our affiliates will pledge or otherwise hold any security for the benefit of holders of the Notes. Consequently, in the event of a bankruptcy, insolvency or liquidation involving us or the Guarantor, as the case may be, any securities we hold as a hedge to the Notes will be subject to the claims of our creditors generally and will not be available specifically for the benefit of the holders of the Notes.

### **Additional risks relating to Notes with more than one Reference Share or a basket involving one or more Reference Shares**

#### **The prices or values of the Reference Shares (or components in the basket) may not move in tandem; return on the Notes may not reflect the full performance of the Reference Shares (or components in the basket)**

Price or value movements in the Reference Shares (or components in the basket) may not move in tandem with each other and, therefore, your return on the Notes may not reflect the full performance of the Reference Shares (or components in the basket) during the term of the Notes. Unless otherwise specified in the applicable Pricing Supplement, the positive performance of any Reference Share (or any component in the basket) will be offset, or moderated, by negative or lesser positive performances of the other Reference Shares (or other components in the basket). As a result, the payment at Redemption and the value of the Notes may be adversely affected even if the prices or values of some of the Reference Shares (or components in the basket) increase during the term of the Notes.

Furthermore, to the extent that the weighting applicable to any Reference Share (or any component in the basket) is greater than the weightings applicable to other Reference Shares (or other components) in the basket, poor performance for that Reference Share (or that component in the basket) will have a disproportionately large negative impact on the payment due on the Notes.

**A basket of a limited number of Reference Shares (or components) may be less diversified than a portfolio investing in broader markets and, therefore, may adversely affect the market value of the Notes**

Because the Notes may be linked to changes in the value of a limited number of Reference Shares (or components in a basket), the basket of Reference Shares (or components) may be less diversified than funds or portfolios investing in broader markets and, therefore, could experience greater volatility than such investments. An investment in the Notes may carry risks similar to a concentrated investment in a limited number of industries, sectors or asset classes.

**The correlation among the Reference Shares (or components in the basket) may adversely affect the return (if any) on the Notes**

Correlation is the term used to describe the relationship among the performance changes of the Reference Shares (or components in the basket). High correlation during the period of negative returns or a change in correlation among the Reference Shares (or components in the basket) could have an adverse impact on the value of and the return (if any) on the Notes.

**Risks relating to each Reference Share**

**Each Reference Share may perform in unanticipated ways**

The historical performance of each Reference Share does not indicate the future performance of such Reference Share and it is impossible to predict whether and to what extent the price of each Reference Share will fall or rise during the term of the Notes. Any historical performance information in respect of any Reference Share must be considered illustrative only. The price of each Reference Share will be influenced by political, economic, financial, market and other factors. It is impossible to predict what effect these factors will have on the price of each Reference Share or on the return (if any) on the Notes. Market and other factors may cause each Reference Share to act in unanticipated ways.

**Equity market risks may affect the value of the Notes and the amount, if any, you will receive at Redemption**

We expect that each Reference Share will fluctuate in accordance with changes in the financial condition of the relevant Reference Issuer, the equity markets generally and other market factors. The financial condition of one or more Reference Issuers may become impaired or the general condition of the equity markets may deteriorate during the term of the Notes, either of which may have an adverse affect on the Reference Share(s) and, thus, the value of and the return (if any) on the Notes.

Moreover, each Reference Share is susceptible to volatile increases and decreases in value, as market confidence in and perceptions regarding such Reference Share change. Any such volatile price movements could adversely affect the value of the Notes. Investor perceptions regarding each Reference Share are based on various and unpredictable factors, including, without limitation, expectations regarding government, economic, monetary and fiscal policies, inflation and interest rates, economic expansion or contraction, and global or regional political, economic and banking crises.

**We obtained the information about each Reference Issuer from public filings**

We have derived all information in the applicable Pricing Supplement about each Reference Issuer from publicly available documents. We have not participated and will not participate in the preparation of any of these documents. Nor have we made or will we make any “due diligence” investigation or any inquiry with respect to any Reference Share or any Reference Issuer in connection with the offering of the Notes. We do not make any representation that any publicly available document or any other publicly available information about any Reference Issuer is accurate, complete or up-to-date. Furthermore, with respect to each offering of Notes, we do not know whether all events relating to the Reference Issuer(s) occurring before the date of the applicable Pricing Supplement, including events that would affect the accuracy or completeness of the publicly available documents referred to above or the value or price of the Reference Share(s), have been publicly disclosed. Subsequent disclosure of any events of this kind or the disclosure of or failure to disclose material future events by any Reference Issuer could affect the value of the Notes and the amount you will receive at Redemption. As a prospective investor in the Notes, you should undertake an independent investigation of each relevant Reference Issuer as in your judgment is

appropriate to make an informed decision with respect to an investment in the Notes linked the Reference Share of such Reference Issuer.

**The policies of the Exchanges on which one or more Reference Shares are traded may affect the prices of such Reference Shares**

The policies of an Exchange concerning the manner in which the price of any Reference Share is determined or reported may affect the performance of such Reference Share. No Exchange or Related Exchange (as defined herein) is an affiliate of ours, the Guarantor, SGAS or any of our or their affiliates. Consequently, we have no ability to control or predict the actions of any such Exchange or Related Exchange. An Exchange for any Reference Share may also from time to time change any rule or bylaw or take emergency action under its rules, any of which may affect the value of such Reference Share. An Exchange for any Reference Share may delist such Reference Share at any time or discontinue or suspend calculation or dissemination of information relating to such Reference Share. Any such actions could affect the value of the Notes. See “*Description of the Notes—Effects of Extraordinary Events*” herein.

**Neither the Issuer, Guarantor nor their affiliates are affiliated with any Reference Issuer; Reference Issuers could take actions that may adversely affect the Notes**

No Reference Issuer is an affiliate of ours, the Guarantor or any of our or their affiliates or is involved with any offering of Notes in any way. Consequently, we have no ability to control the actions of the Reference Issuer(s), including any corporate actions of the type that would require the Calculation Agent to adjust the terms of the Notes to account for the economic effect of such corporate actions and, therefore, the payout to you at Redemption. We describe the specific corporate events that can lead to these adjustments in the section “*Description of Notes—Antidilution Adjustments*” herein. Any of these actions could adversely affect the value of the relevant Reference Share(s) and, correspondingly, adversely affect the market value of the Notes. No Reference Issuer has any obligation to consider your interest as an investor in the Notes in taking any corporate actions that might adversely affect the value of your Notes. None of the money you pay for the Notes will go to any Reference Issuer.

**Reference Shares traded in international markets are subject to additional risks**

Trading in international markets involves associated variables that may adversely affect the value, price, and performance of the Reference Shares and, therefore, the Notes. Variables that can affect the international securities market include, but are not limited to: less liquidity, increased volatility, and smaller market capitalization; less rigorous regulation of securities markets; different accounting and disclosure standards; changes in currency exchange laws and fluctuations in the rate of exchange between currencies; governmental interference; higher inflation; and financial, social, economic, and political uncertainties. Furthermore, there is generally less publicly available information about international companies compared to U.S.-based companies subject to SEC reporting requirements. Any or all of these factors could have an adverse impact on the performance of any Reference Share traded outside the U.S., and could, therefore, negatively affect the market value of and the amount payable under the Notes.

## DESCRIPTION OF THE NOTES

The following description of the terms of the Notes supplements the description of the general terms of the Notes set forth under the heading “Description of the Notes” in the Offering Memorandum. For the purposes of this “Description of the Notes,” the term “Note” refers to the Notional Amount per Note specified on the cover page hereof and in the applicable Pricing Supplement. The applicable Pricing Supplement describes the terms that apply specifically to the Notes offered, including any changes to the terms specified herein.

### A. Description of the Notes

#### 1. Final Payment

As a final payment on the applicable Redemption Date, the Holder of the Note will receive the amount due and payable or deliverable to it as specified in the applicable Pricing Supplement. Unless otherwise specified in the applicable Pricing Supplement, the amounts payable or deliverable as a final payment (if any) under the Notes have been specified for the Notional Amount per Note.

#### 2. Coupon Payments

Unless otherwise specified in the applicable Pricing Supplement, no periodic coupon is payable with respect to the Notes.

#### 3. Payment at Redemption and Notice Prior to Payment

The final payment of the amount due to a Holder of a Note at Redemption will be made to the Holder in whose name the Note is registered in the security register of the Issuer on the applicable Redemption Date in immediately available funds. If in certificated form, the final payment will be made upon surrender of the Note at the office or agency of the Paying Agent (as defined in the Offering Memorandum), maintained for that purpose in the Borough of Manhattan, The City of New York, or at such other paying agency as the Issuer may determine.

The Issuer will provide a written notice to the Trustee and to the Depositary (as defined in the Indenture), no later than at 10:30 a.m. (New York time) on the day immediately prior to the applicable Redemption Date (but if such day is not a Business Day, prior to the close of business on the Business Day preceding the applicable Redemption Date), of the amount of cash or securities to be delivered with respect to the stated Notional Amount of each Note, and deliver such cash or securities to the Trustee for delivery to the Holders on the applicable Redemption Date.

Unless otherwise specified in the Pricing Supplement, all calculations with respect to the payment or delivery, if any, on the applicable Redemption Date to a Holder will be rounded to the nearest hundredth, with five one thousandth rounded upward (e.g. 0.465 would be rounded up to 0.47), and all amounts paid or delivered on the Notional Amount of a Note will be rounded to the nearest cent, with one-half cent rounded upward.

#### 4. Market Disruption Event

Unless otherwise specified in the applicable Pricing Supplement, if, on any Valuation Date for a Reference Share, there is no Market Disruption Event (as defined in the section “*Certain Definitions – Market Disruption Event*”) with respect to such Reference Share, the determination of the Relevant Price of such Reference Share will be made on such Valuation Date, even if the Notes are linked to a basket of Reference Shares and one or more of other Reference Shares experience a Market Disruption Event on such Valuation Date.

Unless otherwise specified in the applicable Pricing Supplement, if a Market Disruption Event occurs with respect to a Reference Share on any Valuation Date for such Reference Share, that Valuation Date for such Reference Share (and only for such Reference Share) will be postponed until the immediately succeeding Scheduled Trading Day for such Reference Share on which no Market Disruption Event occurs in respect of such Reference Share. However, if a Market Disruption Event for such Reference Share exists on eight consecutive Scheduled Trading Days beginning on and including a scheduled Valuation Date, the eighth Scheduled Trading Day will be such Valuation Date for such Reference Share



and the Calculation Agent will determine the Relevant Price for such Reference Share on such date based on the fair market value of such Reference Share as determined by the Calculation Agent in its sole discretion (which may be based on the price of such Reference Share at which we, the Guarantor or one or more of our or its affiliates acquire, establish, re-establish, maintain, substitute, unwind or dispose of any hedging transaction(s) in respect of the Notes and such Reference Share). In such case, the Relevant Price for such Reference Share on such eighth Scheduled Trading Day may also be the latest available quotation or Closing Price for such Reference Share during the period from, and including, the scheduled Valuation Date that was postponed to, and including such eighth Scheduled Trading Day. No additional payment will be payable because of such postponement.

If any Valuation Date is not a Scheduled Trading Day for a Reference Share, then such Valuation Date for such Reference Share will be the next day following the scheduled Valuation Date that is a Scheduled Trading Day for such Reference Share. No additional payment will be payable because of such postponement.

## **5. Note Provisions to Control**

If the terms described in this Product Supplement are different or inconsistent with those described in the Offering Memorandum, the terms described in this Product Supplement will govern the Notes. If the terms described in the applicable Pricing Supplement are different or inconsistent with those described herein or in the Offering Memorandum, the terms described in the applicable Pricing Supplement will govern the Notes.

## **6. Defined Terms**

All terms used in a Note, which are defined in the Indenture and not otherwise defined herein, have the meanings assigned to them in the Indenture.

## **7. Change in Law**

If the Calculation Agent determines that a Change in Law Disruption Event (as defined in the section “*Certain Definitions*” herein) has occurred with respect to a Reference Share, then the Final Valuation Date for such Reference Share (and only for such Reference Share) may be accelerated by the Calculation Agent to the date on which such Change in Law Disruption Event occurred. In such a circumstance, the Final Share Price for the affected Reference Share (and only for such Reference Share) will be the Closing Price for such Reference Share as of the Accelerated Final Valuation Date. To the extent the Calculation Agent determines in its sole discretion that it is commercially unreasonable to determine the Final Share Price of such Reference Share in the foregoing manner, it will determine the Final Share Price, in its sole discretion, for such Reference Share (and only for such Reference Share) based on its reasonable determination of the fair market value of such Reference Share (which may be based on the price of such Reference Share at which we, the Guarantor or one or more of our or its affiliates acquire, establish, re-establish, maintain, substitute, unwind or dispose of any hedging transaction(s) in respect of the Notes and such Reference Share). However, although a Change in Law Disruption Event with respect to a Reference Share will lead to an acceleration of the Final Valuation Date for such Reference Share, it shall not cause an acceleration of the Maturity Date.

## **B. Effects of Extraordinary Events**

### ***Effect of a Merger Event (other than an All – Share Merger Event)***

If a Merger Event (other than an All-Share Merger Event) involving a Reference Issuer occurs, then for purposes of determining the Relevant Price of the affected Reference Share on each remaining Valuation Date, the Relevant Price of the affected Reference Share on such Valuation Date shall be equal to the Exchange Property Value, as determined by the Calculation Agent in its sole discretion, on such Valuation Date.

### ***Effect of Nationalization, Insolvency or Delisting Event***

If a Nationalization or Insolvency involving a Reference Issuer occurs, then for purposes of determining the Relevant Price of the affected Reference Share on each remaining Valuation Date the following will apply:

i. if a Nationalization or Insolvency occurs with respect to such Reference Issuer, and the holders of the shares of the affected Reference Share have received Consideration Property in respect of their shares as a result of, or in, such Nationalization or Insolvency, the Relevant Price of the affected Reference Share on such Valuation Date shall be equal to the Consideration Property Value, as determined by the Calculation Agent in its sole discretion, on such Valuation Date;

ii. if a Nationalization or Insolvency occurs with respect to such Reference Issuer, and (A) the holders of the shares of the affected Reference Share have not received Consideration Property in respect of their shares as a result of, or in, such Nationalization or Insolvency and (B) the Closing Price of the affected Reference Share is reported or available on the relevant Exchange on such Valuation Date, the Relevant Price of the affected Reference Share on such Valuation Date will be determined by the Calculation Agent in the same general manner as if no Nationalization or Insolvency had occurred; provided that, to the extent the Calculation Agent determines in its sole discretion that it is commercially unreasonable to determine the Relevant Price of the affected Reference Share on such Valuation Date in the foregoing manner, the Relevant Price of the affected Reference Share on such Valuation Date will be the fair market value of such Reference Share as determined by the Calculation Agent in its sole discretion (which may be based on the price of such Reference Share at which we, the Guarantor or one or more of our or its affiliates acquire, establish, re-establish, maintain, substitute, unwind or dispose of any hedging transaction(s) in respect of the Notes and such Reference Share); and

iii. if a Nationalization or Insolvency occurs with respect to such Reference Issuer, and (A) the holders of the shares of the affected Reference Share have not received Consideration Property in respect of their shares as a result of, or in, such Nationalization or Insolvency and (B) the Closing Price of the affected Reference Share is not reported or available on the relevant Exchange on such Valuation Date, the Relevant Price of the affected Reference Share on such Valuation Date will be the fair market value of such Reference Share as determined by the Calculation Agent in its sole discretion (which may be based on the price of such Reference Share at which we, the Guarantor or one or more of our or its affiliates acquire, establish, re-establish, maintain, substitute, unwind or dispose of any hedging transaction(s) in respect of the Notes and such Reference Share).

If a Delisting Event occurs with respect to a Reference Share, then for purposes of determining the Relevant Price of such Reference Share on each remaining Valuation Date the following will apply:

(i) if such Reference Share is not re-listed on any exchange or quotation system located in the same country as the relevant Exchange, the Relevant Price of such Reference Share on such Valuation Date will be the fair market value of such Reference Share as determined by the Calculation Agent in its sole discretion (which may be based on the price of such Reference Share at which we, the Guarantor or one or more of our or its affiliates acquire, establish, re-establish, maintain, substitute, unwind or dispose of any hedging transaction(s) in respect of the Notes and such Reference Share); and

(ii) if such Reference Share is re-listed on any exchange or quotation system located in the same country as the relevant Exchange, the Relevant Price of such Reference Share on such Valuation Date will be the official closing price of such Reference Share reported on such exchange or quotation system on such Valuation Date, as determined by the Calculation Agent in its sole discretion.

### ***Hedging Disruption due to an Extraordinary Event***

If the Calculation Agent determines that any Extraordinary Event with respect to any Reference Share would cause a Hedging Disruption, then the Final Valuation Date for such Reference Share (and only for such Reference Share) will be accelerated to the applicable Announcement Date (for a Nationalization, Insolvency or a Delisting Event) or Approval Date (for a Merger Event) or, if later, the date the Calculation Agent determines that a Hedging Disruption Event would exist. In such a circumstance, the Final Share Price of such Reference Share shall be (in lieu of a published price for such Reference Share) the fair market value of such Reference Share as determined by the Calculation Agent in its sole discretion (which may be based on the price of such Reference Share at which we, the Guarantor or one or more of our or its affiliates acquire, establish, re-establish, maintain, substitute, unwind or dispose of any hedging transaction(s) in respect of the Notes and such Reference Share). ***However, although a Hedging Disruption will lead to an acceleration of the Final Valuation Date for such Reference Share, it***

**shall not cause an acceleration of the Maturity Date.** See “Risk Factors – The Determination of the Final Share Price for any Reference Share may be made early upon the occurrence of an Extraordinary Event, which could adversely affect your return (if any) on the Notes” in this Product Supplement.

Upon making any such acceleration, the Calculation Agent will give notice as soon as practicable to the Trustee, stating the acceleration. The Calculation Agent will provide information about such acceleration upon a written request of the Holder.

### **C. Events Requiring an Antidilution Adjustment**

If an All-Share Merger Event occurs with respect to a Reference Issuer, then the affected Reference Share will thereafter be the class of shares (the “**New Reference Share**”) which a holder of shares of the affected Reference Share immediately prior to the occurrence of the All-Share Merger Event would be entitled to receive upon consummation of such All-Share Merger Event. In addition, the Calculation Agent will, as soon as reasonably practicable after it becomes aware of such event, determine whether such All-Share Merger Event has a diluting or concentrative effect on the theoretical value of one share of the affected Reference Share and, if so, will (i) make the corresponding adjustment(s), if any, to the Initial Share Price for the affected Reference Share and any other variables relevant to the terms of the Notes as the Calculation Agent determines appropriate to account for that diluting or concentrative effect, and (ii) determine the effective date(s) of the adjustment(s).

If a Potential Adjustment Event occurs with respect to a Reference Share, then the Calculation Agent will, as soon as reasonably practicable after it becomes aware of such event, determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of one share of such Reference Share and, if so, will (i) make the corresponding adjustment(s), if any, to the Initial Share Price for such Reference Share and any other variables relevant to the terms of the Notes as the Calculation Agent determines appropriate to account for that diluting or concentrative effect, and (ii) determine the effective date(s) of the adjustment(s).

Upon making any such adjustment(s), the Calculation Agent will give notice as soon as practicable to the Trustee, stating the adjustment(s) made. The Calculation Agent will provide information about the adjustments it makes upon a written request of the Holder.

If more than one event requiring adjustment(s) occurs with respect to a Reference Share, the Calculation Agent will make such adjustment(s) for each event in the order in which the events occur, and on a cumulative basis. Thus, having adjusted the Initial Share Price for such Reference Share or any other variables (or any combination thereof) for the first event, the Calculation Agent will adjust the appropriate variables for the second event, applying the required adjustment(s) cumulatively.

In the case of a Potential Adjustment Event (and only in such case), the Calculation Agent will not have to adjust the Initial Share Price or any other variable unless the adjustment would result in a change of at least 0.1% of the unadjusted amount. The Initial Share Price or other variable resulting from any adjustment will be rounded up or down, as appropriate, to the nearest hundredth, with five one thousandth rounded upward (e.g., 0.465 would be rounded up to 0.47) and, in the case of the Initial Share Price, it will be rounded to the nearest cent, with one-half cent being rounded upward. The Calculation Agent may, in its sole discretion, modify the antidilution adjustments as necessary to ensure an equitable result.

#### Provision applicable only to Reference Share in form of an ADR:

A Potential Adjustment Event that has a diluting or concentrative effect on the shares held by the depository (the “**Deposited Securities**”) in respect of a Reference Share that is in the form of an ADR will affect the theoretical value of such ADR unless (and to the extent that) the related Reference Issuer or the depository for such ADR, pursuant to its authority (if any) under the deposit agreement (the “**Deposit Agreement**”) under which such ADR was issued, elects to adjust the number of the Deposited Securities of the related Reference Issuer that are represented by each share or unit of such ADR such that the price per share or unit of the Reference Share will not be affected by any such event, as determined by the Calculation Agent, in which case the Calculation Agent will make no adjustment. If the related Reference Issuer or the depository for such ADR elects not to adjust the number of Deposited Securities that are represented by each share or unit of such ADR or makes an adjustment that the Calculation Agent determines not to have been adequate, then the Calculation Agent may, in its discretion, adjust the

Initial Share Price and any other variables relevant to the terms of the Notes as the Calculation Agent determines appropriate to account for that event.

## Certain Definitions

**“Accelerated Final Valuation Date”** means (subject to postponement pursuant to *Section 4 (Market Disruption Event)*):

- i. upon an occurrence of an Event of Default as specified in the section *“Description of the Notes—Events of Default and Remedies; Waiver of Past Defaults”* in the Offering Memorandum, to the extent such default occurs prior to the scheduled maturity of the Notes, the last Valuation Date shall be accelerated to a date determined by the Calculation Agent in good faith and using its reasonable judgment (which may be the Scheduled Trading Day preceding the date on which such Event of Default is declared); or
- ii. with respect to a Reference Share, in the case of a Hedging Disruption Event as specified under the section *“Description of the Notes—Effects of Extraordinary Events”* herein, the applicable Announcement Date or Approval Date, as the case may be, or, if later, the date the Calculation Agent determines that a Hedging Disruption Event occurred; or
- iii. with respect to a Reference Share, in the case of a Change in Law Disruption Event specified under the section *“Description of the Notes – Change in Law”* herein, the date on which such Change in Law Disruption Event occurred.

**“Accelerated Maturity Date”** means the fifth Business Day that follows the Accelerated Final Valuation Date. For the avoidance of doubt, a Hedging Disruption or a Change in Law Disruption specified under the section *“Description of the Notes – Effects of Extraordinary Events”* and *“Description of the Notes – Change in Law”* herein will not cause an Accelerated Maturity Date.

**“All-Share Merger Event”** means, with respect to a Reference Share, a Merger Event pursuant to which the only consideration for shares of such Reference Share consists of a single class of shares of a single issuer that are publicly quoted, traded or listed on a national securities exchange or automated inter-dealer quotation system located in the same country as the Exchange for such Reference Share (and, for the avoidance of doubt, shall include such All-Share Merger Events where holders of shares of affected Reference Share are entitled to cash in lieu of fractional shares).

**“Announcement Date”** means:

- i. in the case of a Nationalization with respect to a Reference Issuer, the day of the first public announcement by the relevant government authority that all or substantially all of the assets of such Reference Issuer are to be nationalized, expropriated or otherwise transferred to any governmental agency, authority, entity or instrumentality thereof;
- ii. in the case of an Insolvency with respect to a Reference Issuer, the day of the first public announcement of the institution of a proceeding or expiration of a period for dismissal of involuntary filings or presentation of a petition or passing of a resolution (or other analogous procedure in any jurisdiction) that constitutes an Insolvency with respect to such Reference Issuer; or
- iii. in the case of a Delisting Event with respect to a Reference Share, the day of the first public announcement by the Exchange for such Reference Share that such Reference Share will cease to be traded or be publicly quoted on such exchange.

**“Approval Date”** means the closing date of a Merger Event with respect to a Reference Share or if any such date is not a Scheduled Trading Day for such Reference Share, the immediately preceding Scheduled Trading Day for such Reference Share.

**“Business Day”** means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in Paris, France or New York City, USA are authorized or required by law, regulation or executive order to close.

**“Change in Law”** means, with respect to any Reference Share, (i) the adoption, enactment, promulgation, execution or ratification of, or any change in, (A) any applicable law or regulation (including, without limitation, any tax law or regulation) or (B) any regulation, rule or procedure of any exchange or principal



trading market on which shares of such Reference Share (or, if applicable, Deposited Securities) trades or (ii) the adoption of or any change in the interpretation by any court, tribunal, regulatory or similar authority with competent jurisdiction or supervisory duty or exchange, of any such law, regulation, rule or procedure (including, without limitation, any action taken by a taxing authority).

**“Change in Law Disruption Event”** means, with respect to any Reference Share, following the occurrence of a Change in Law with respect to such Reference Share, the Calculation Agent determines that, on or before the Final Valuation Date, the Issuer or any of its affiliates would incur a materially increased (as compared with circumstances existing prior to such event) amount of tax, duty, expense, fee, cost or regulatory capital charge, or it is or will become impracticable, impossible (in each case, after using commercially reasonable efforts), illegal or contrary to any applicable law, regulation, rule or procedure for the Issuer or any of its affiliates, to (i) hold, acquire, establish, reestablish, substitute, maintain, unwind, dispose of or perform obligations in connection with, any transaction(s) and/or asset(s) relating to such Reference Share it deems necessary to hedge the Issuer’s obligations with respect to the Notes, or (ii) realize, recover or remit the proceeds of any such transaction(s) or asset(s).

**“Closing Price”** for a Reference Share on any Scheduled Trading Day means the official closing price of such Reference Share reported on the relevant Exchange.

**“Consideration Property”** means, with respect to a Nationalization or Insolvency in connection with a Reference Share, the amount of securities, cash or any other property distributed to a holder of one share of such Reference Share in, or as a result of, such Nationalization or Insolvency, as applicable.

**“Consideration Property Value”** means, with respect to a Nationalization or Insolvency in connection with a Reference Share, the sum of:

- i. for any cash received in such Nationalization or Insolvency, as applicable, the value, as of the date of receipt, as determined by the Calculation Agent, of the amount of cash so received in respect of one share of such Reference Share;
- ii. for any security received in such Nationalization or Insolvency, as applicable, an amount equal to (a) (1) the closing price of such security on its primary exchange or bulletin board service for trading or (2) if such security is not listed on any exchange or bulletin board service for trading or such closing price is not available, the fair market value of such security, as determined by the Calculation Agent, as of the time at which the Consideration Property Value is determined (which, in the case of (1) will be the closing time for the primary exchange or bulletin board service for trading for such security and in the case of (2) will be a time determined by the Calculation Agent based on the manner for determining the value of such security) multiplied by (b) the quantity of such security so received in respect of one share of such Reference Share in such Nationalization or Insolvency, as applicable; and
- iii. for any property other than cash or securities received in such Nationalization or Insolvency, as applicable, the fair market value, as determined by the Calculation Agent in its sole discretion, of such property so received in respect of one share of such Reference Share.

For purposes of determining the Relevant Price of the affected Reference Share on each of the remaining Valuation Dates following such Nationalization or Insolvency, the Consideration Property Value as described in (ii) and (iii) above will be calculated by the Calculation Agent on each of such Valuation Dates in order to determine the Relevant Price of the affected Reference Share on such Valuation Date(s).

**“Delisting Event”** means, with respect to a Reference Share, that such Reference Share ceases to be listed, traded or publicly quoted on the Exchange for such Reference Share (for any reason other than a Merger Event with respect to such Reference Share) and is not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as such Exchange; or with respect to a Reference Share that is an ADR, if the Deposit Agreement for such ADR is terminated.

In the event that any Reference Share is in the form of an ADR issued pursuant to a Deposit Agreement, (1) references to “Reference Share” in this definition refer to either such ADR or the related Deposited Securities, and (2) references to the “Exchange” of such Reference Share in this definition shall refer to such exchange as it relates to either such ADR or such Deposited Securities.

**“Deposited Securities”** means with respect to a Reference Share in the form of an ADR, the underlying shares held by the depository.

**“Early Closure”** means, with respect to a Reference Share, the closure on any Exchange Business Day for such Reference Share of the Exchange for such Reference Share or any Related Exchange for such Reference Share prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange or Related Exchange on such Exchange Business Day and (ii) the submission deadline for orders to be entered into such Exchange or Related Exchange system for execution at the close of trading on such Exchange Business Day.

In the event that any Reference Share is in the form of an ADR issued pursuant to a Deposit Agreement, (i) references to “Reference Share” in this definition refer to either such ADR or the related Deposited Securities, and (ii) references to the “Exchange” of such Reference Share and the “Related Exchange” for such Reference Share in this definition shall refer to such exchanges as they relate to either such ADR or such Deposited Securities.

**“Event of Default”** means any Event of Default listed in the section *“Description of the Notes - Events of Default and Remedies; Waiver of Past Defaults”* in the Offering Memorandum.

**“Exchange”** means:

- i. with respect to any Reference Share, the exchange or quotation system specified in the relevant Pricing Supplement, or the primary successor to such exchange or quotation system or primary substitute exchange or quotation system to which trading in shares of such Reference Share has temporarily relocated (so long as the Calculation Agent has determined that there is comparable liquidity relative to such Reference Share on such temporary substitute exchange or quotation system); and
- ii. with respect to the Deposited Securities of any Reference Share that is an ADR, the primary market or exchange for trading of such Deposited Securities, as determined by the Calculation Agent, or the primary successor to such market or exchange or primary substitute market or exchange to which trading in such Deposited Securities has temporarily relocated (so long as the Calculation Agent has determined that there is comparable liquidity relative to such Deposited Securities on such temporary substitute market or exchange).

**“Exchange Business Day”** means, with respect to a Reference Share, any Scheduled Trading Day for such Reference Share on which each Exchange for such Reference Share and each Related Exchange for such Reference Share are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time.

**“Exchange Disruption”** means, in respect of any Reference Share, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (A) to effect transactions in, or obtain market prices for, such Reference Share on the Exchange, or (B) to effect transactions in, or obtain market prices for, futures or options contracts relating to such Reference Share on any Related Exchange.

In the event that such Reference Share is in the form of an ADR issued pursuant to a Deposit Agreement, (i) references to Reference Share in this definition shall refer to either such ADR or the related Deposited Securities, and (ii) references to Exchange and Related Exchange in this definition shall refer to such exchanges as they relate to either such ADR or the related Deposited Securities.

**“Exchange Property”** means, with respect to a Reference Share, the amount of securities, cash or any other property distributed to a holder of one share of such Reference Share in, or as a result of, any Merger Event (other than an All-Share Merger Event).

In the event of a Merger Event (other than an All-Share Merger Event) in which a holder of shares of the affected Reference Share may elect the form of consideration it receives in such Merger Event, the Exchange Property shall be deemed to consist of the types and amounts of each type of consideration distributed to a holder that makes no election, as determined by the Calculation Agent.

**“Exchange Property Value”** means, with respect to any Reference Share, the sum of:

- i. for any cash received in any Merger Event (other than an All-Share Merger Event) with respect to such Reference Share, the value, as of the date of receipt, as determined by the Calculation Agent, of the amount of cash so received in respect of one share of such Reference Share;
- ii. for any security received in any Merger Event (other than an All-Share Merger Event) with respect to such Reference Share, an amount equal to (a) (1) the closing price of such security on its primary exchange or bulletin board service for trading or (2) if such security is not listed on any exchange or bulletin board service for trading or such closing price is not available, the fair market value of such security, as determined by the Calculation Agent, as of the time at which such Exchange Property Value is determined (which, in the case of (1) will be the closing time for the primary exchange or bulletin board service for trading of such security and for (2) will be a time determined by the Calculation Agent based on the manner for determining the value of such security) multiplied by (b) the quantity of such security so received in respect of one share of such Reference Share in such Merger Event; and
- iii. for any property other than cash or securities received in any Merger Event (other than an All-Share Merger Event) with respect to such Reference Share, the market value, as determined by the Calculation Agent, of such property so received in respect of one share of such Reference Share.

For purposes of determining the Relevant Price for such Reference share on each of the remaining Valuation Dates following any Merger Event (other than an All-Share Merger Event) with respect to such Reference Share, the Exchange Property Value as described in (ii) and (iii) above will be calculated by the Calculation Agent on each of such Valuation Dates in order to determine the Relevant Price of the affected Reference Share on such Valuation Date(s).

**“Extraordinary Event”** means, for purposes of this Product Supplement, a Merger Event (other than an All-Share Merger Event), Nationalization, Insolvency or Delisting Event, as the case may be.

**“Final Share Price”** means, with respect to a Reference Share (subject, in the case of a Market Disruption Event, to a possible determination by the Calculation Agent in the manner described in the section *“Description of the Notes-Market Disruption Event”* herein):

- (a) with respect to the Maturity Date, the Relevant Price of such Reference Share on the Final Valuation Date; or, in the case of a Hedging Disruption Event, the price for such Reference Share determined by the Calculation Agent as described in the section *“Description of the Notes – Effects of Extraordinary Events”*; or, in the case of a Change in Law Disruption Event, the price for such Reference Share determined by the Calculation Agent as described in the section *“Description of the Notes –Change in Law”*; or,
- (b) with respect to the Accelerated Maturity Date in the case of an Event of Default, the Relevant Price of such Reference Share on the Accelerated Final Valuation Date.

**“Final Valuation Date”** means, with respect to any Reference Share, the last Valuation Date (subject to postponement pursuant the section *“Description of the Notes - Market Disruption Event”* herein) on which the Final Share Price of such Reference Share is determined by the Calculation Agent.

**“Hedging Disruption”** means, with respect to any Reference Share, if an Extraordinary Event occurs with respect to such Reference Share and following the occurrence of such Extraordinary Event, the Issuer or any of its affiliates would incur a materially increased (as compared with the circumstances existing prior to such event) amount of tax, duty, expense fee or cost, or it would be impracticable for the Issuer or any of its affiliates after using commercially reasonable efforts, to (i) acquire, establish, reestablish, substitute, maintain, unwind or dispose of any transaction(s) or assets(s) relating to such Reference Share it deems necessary to hedge the Issuer’s obligations with respect to the Notes, or (ii) realize, recover or remit the proceeds of any such transaction(s) or asset(s).

**“Hedging Disruption Event”** means, with respect to any Reference Share, the occurrence, as determined by the Calculation Agent, of a Hedging Disruption with respect to such Reference Share.

**“Holder”** means, with respect to any Note, the holder in whose name the Note is registered in the security register of the Issuer.

**“Initial Share Price”** means, with respect to a Reference Share, the Relevant Price of such Reference Share on the Pricing Date as specified on the cover page of the applicable Pricing Supplement.

**“Insolvency”** means, in respect of a Reference Issuer, voluntary or involuntary liquidation, bankruptcy or insolvency, dissolution or winding-up of, or any analogous proceeding affecting such Reference Issuer, as determined in good faith by the Calculation Agent.

**“Issue Date”** means the Issue Date specified in the applicable Pricing Supplement on which date each Note is issued.

**“Issue Price”** means the Issue Price specified in the applicable Pricing Supplement at which the Notional Amount per Note is issued.

**“Market Disruption Event”** means, with respect to any Reference Share, any Scheduled Trading Day for such Reference Share on which (A) the Exchange for such Reference Share or a Related Exchange for such Reference Share fails to open for trading during its regular trading session or (B) a Trading Disruption, an Exchange Disruption or an Early Closure has occurred with respect to such Reference Share, which in any case the Calculation Agent determines is material.

For purposes of determining whether a Market Disruption Event has occurred with respect to a Reference Share: (1) a limitation on the hours or number of days of trading on the relevant Exchange will not constitute a Market Disruption Event if it results from an announced change in the regular business hours of the Exchange for such Reference Share, (2) limitations pursuant to New York Stock Exchange (“NYSE”) Rule 80A (or any applicable rule or regulation enacted or promulgated by the NYSE, any other self-regulatory organization or the Securities and Exchange Commission of scope similar to NYSE Rule 80A as determined by the Calculation Agent) on trading during significant market fluctuations with respect to such Reference Share will constitute a Trading Disruption for such Reference Share, (3) a suspension of trading in futures or options contracts on such Reference Share by a Related Exchange by reason of (x) a price change exceeding limits set by such Related Exchange, (y) an imbalance of orders relating to such contracts or (z) a disparity in bid and ask quotes relating to such contracts will constitute a Trading Disruption for such Reference Share and (4) any time when an Exchange or a Related Exchange for such Reference Share is itself closed for trading under ordinary circumstances will not be considered a Trading Disruption or an Exchange Disruption.

In the event that any Reference Share is in the form of an ADR issued pursuant to a Deposit Agreement, (i) references to “Reference Share” in this definition refer either to such ADR or the related Deposited Securities, and (ii) references to the “Exchange” of such Reference Share and the “Related Exchange” for such Reference Share in this definition shall refer to such exchanges as they relate to either such ADR or such Deposited Securities.

**“Maturity Date”** means the Maturity Date specified on the cover page of the applicable Pricing Supplement, which will be, unless otherwise specified in the applicable Pricing Supplement, the fifth Business Day following the Final Valuation Date.

**“Merger Event”** means, in respect of any Reference Share (or, in the case of a Reference Share that is an ADR, the Deposited Security), any:

- i. reclassification or change of such Reference Share (or Deposited Security) that results in a transfer of or an irrevocable commitment to transfer all shares of such Reference Share (or all of the Deposited Securities) outstanding to another entity or person;
- ii. consolidation, amalgamation, merger or binding share exchange of the Reference Issuer with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such Reference Issuer is the continuing entity and which does not result in a reclassification or change of all shares of such Reference Shares (or all of the Deposited Securities) outstanding);
- iii. other take-over offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100% of the outstanding shares of such Reference Share (or Deposited Securities) that results in a transfer of or an irrevocable commitment to transfer all shares of such Reference Shares (or all Deposited Securities) (other

than any shares of such Reference Share (or any of the Deposited Securities) owned or controlled by such other entity or person); or

- iv. consolidation, amalgamation, merger or binding share exchange of the Reference Issuer or its subsidiaries with or into another entity in which the Reference Issuer is the continuing entity and which does not result in a reclassification or change of all shares of such Reference Share (or all of the Deposited Securities) outstanding but results in the outstanding shares of such Reference Share (or Deposited Securities) (other than any shares of such Reference Share (or any of the Deposited Securities) owned or controlled by such other entity) immediately prior to such event collectively representing less than 50% of the outstanding shares of such Reference Share (or Deposited Securities) immediately following such event,

in each case if the closing date of the Merger Event is on or before the Final Valuation Date (after giving effect to any postponement pursuant to the section *"Description of the Notes - Market Disruption Event"*).

**"Nationalization"** means, with respect to a Reference Share, that all shares of such Reference Share or all or substantially all the assets of the relevant Reference Issuer are nationalized, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

**"New Reference Share"** means, in the case of an All-Share Merger Event with respect to a Reference Share, the class of shares which a holder of shares of such Reference Share immediately prior to the occurrence of the All-Share Merger Event would be entitled to receive upon consummation of such All-Share Merger Event.

**"Notional Amount"** means the Notional Amount of each Note specified on the cover page hereof and in the applicable Pricing Supplement.

**"Potential Adjustment Event"** means, with respect to any Reference Share (or, in the case of a Reference Share that is an ADR, the Deposited Security), any of the following:

- i. subdivision, consolidation or reclassification of shares of such Reference Share (or the Deposited Securities) (unless resulting in a Merger Event) including, for the avoidance of doubt, a stock split or reverse stock split, or a free distribution or dividend of shares of such Reference Share (or the Deposited Securities) to existing holders by way of bonus, capitalization or similar issue;
- ii. a distribution, issue or dividend to existing holders of shares of such Reference Share (or the Deposited Securities) of (A) shares of such Reference Share (or the Deposited Securities), (B) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Reference Issuer equally or proportionately with such payments to holders of shares of such Reference Share (or the Deposited Securities) or (C) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Reference Issuer as a result of a spin-off or other similar transaction, or (D) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or other) at less than the prevailing market price, as determined by the Calculation Agent;
- iii. an extraordinary distribution or dividend paid by the Reference Issuer (the characterization of a distribution or dividend or portion thereof as 'extraordinary' to be determined by the Calculation Agent);
- iv. a call by the Reference Issuer in respect of the shares of such Reference Share (or the Deposited Securities) that are not fully paid;
- v. a repurchase by the Reference Issuer or any of its subsidiaries of the shares of such Reference Share (or the Deposited Securities) whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise; or
- vi. an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of the Reference Issuer pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments



or stock rights at a price below their market value, as determined by the Calculation Agent; *provided* that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or

vii. any other event having a diluting or concentrative effect on the theoretical value of the shares of such Reference Share (or the Deposited Securities), as determined by the Calculation Agent,

in each case if the Potential Adjustment Event occurs before the Final Valuation Date (after giving effect to any postponement pursuant to section “*Description of the Notes - Market Disruption Event*”).

“**Pricing Date**” means the Pricing Date specified in the applicable Pricing Supplement on which the offering of the Notes is priced.

“**Redemption**” means, for purposes of this Product Supplement, each of the maturity, accelerated maturity and/or Early Redemption, as the case may be.

“**Redemption Date**” means the Redemption Date specified on the cover page hereof.

“**Reference Issuer**” means, with respect to a Reference Share, the Reference Issuer specified on the cover page of the relevant Pricing Supplement. Following an All-Share Merger Event with respect to a Reference Share, the applicable “Reference Issuer” shall refer to the issuer of the related New Reference Shares.

“**Reference Share**” means each Reference Share specified on the cover page of the relevant Pricing Supplement.

“**Related Exchange**” means, with respect to a Reference Share (and, in the case of a Reference Share that is an ADR, the related Deposited Securities), each exchange or quotation system, if any, where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Reference Share (or such Deposited Securities), any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the futures or options contracts relating to such Reference Share (or such Deposited Securities) has temporarily relocated; *provided* that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Reference Share (or such Deposited Securities) on such temporary substitute exchange or quotation system as on the original Related Exchange for such Reference Share (or such Deposited Securities).

“**Relevant Price**” means, with respect to any Reference Share on any Valuation Date for such Reference Share, the Closing Price of such Reference Share on such Valuation Date; *provided* that (i) following a Merger Event (other than an All-Share Merger Event), Nationalization, Insolvency or Delisting, it shall be determined in accordance with section “*Description of the Notes – Effects of Extraordinary Events*” herein and (ii) in the case of a Market Disruption Event on any Valuation Date it shall be determined in the manner described in the section “*Description of the Notes - Market Disruption Event*” herein.

“**Scheduled Closing Time**” means, in respect to an Exchange or Related Exchange and any Scheduled Trading Day for a Reference Share, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours.

“**Scheduled Trading Day**” means, with respect to any Reference Share, a day that is (or, but for the occurrence of a Market Disruption Event, would have been) a day on which the Exchange and each Related Exchange for such Reference Share are scheduled to be open for trading for their respective regular trading sessions.

“**Trading Disruption**” means, with respect to a Reference Share, any suspension of or limitation imposed on trading by the Exchange for such Reference Share or Related Exchange for such Reference Share or otherwise and whether by reason of movements in price exceeding limits permitted by such Exchange or Related Exchange or otherwise (A) relating to such Reference Share on such Exchange, or (B) in futures or options contracts relating to such Reference Share on any such Related Exchange.

In the event that any Reference Share is in the form of an ADR issued pursuant to a Deposit Agreement, (1) references to “Reference Share” in this definition refer to either such ADR or the related Deposited Securities, and (2) references to the “Exchange” of such Reference Share and the “Related Exchange”

for such Reference Share in this definition shall refer to such exchanges as they relate to either such ADR or such Deposited Securities.

**“Valuation Date”** means, with respect to a Reference Share (subject to postponement pursuant to the section *“Description of the Notes - Market Disruption Event”*), each Valuation Date specified on the cover page hereof and in the applicable Pricing Supplement on which a Relevant Price for such Reference Share is determined by the Calculation Agent.

## SUPPLEMENTAL PLAN OF DISTRIBUTION

As described in the section of the Offering Memorandum entitled “Plan of Distribution,” we, either ourselves or through one or more of our Dealers (which may include SGAS), will enter into one or more arrangements with agents, underwriters, or dealers (each of such Dealers and such agents, underwriters, or dealers, a “**Distributor**” and collectively, the “**Distributors**”), whereby each Distributor will distribute the Notes. Such distributions may occur on or subsequent to the Issue Date. Each Distributor will be entitled to receive a commission (the “**Distributor Commission**”) for the Notes distributed by such Distributor on or after the Issue Date, as specified in more detail in the applicable Pricing Supplement. Distributor Commission will therefore be embedded in the price you pay for Notes. The Distributors may reoffer the Notes to other dealers who will sell the Notes. Each such dealer engaged by a Distributor, or further engaged by a dealer to whom each such Distributor reoffers the Notes, will be entitled to a portion of the Distributor Commission payable to such Distributor. The Distributor Commission may vary from dealer to dealer and not all dealers will be entitled to the same amount of Distributor Commission, even if such dealers are distributing the same Notes.

The Issuer has agreed to indemnify the Distributors against certain liabilities, including liabilities under the Securities Act of 1933, as amended (the “**Securities Act**”), or to contribute to payments that the Distributors may be required to make in respect thereof.

The offering of the Notes will be conducted in compliance with any applicable requirements of FINRA Rule 5121 of the Financial Industry Regulatory Authority, Inc.

To the extent that the total Aggregate Notional Amount of the Notes being offered by this Product Supplement and the applicable Pricing Supplement is not purchased by investors in the offering for the Notes, one or more of our affiliates has agreed to purchase the unsold portion, and to hold such Notes.

Please note that information herein and in the applicable Pricing Supplement about the Pricing Date, Issue Date, Issue Price to the public and net proceeds to the Issuer relates only to the initial sale of the Notes. If you have purchased the Notes in a secondary market transaction after the initial sale, information about the price and date of sale to you will be provided in a separate confirmation of sale.

No offers, sales or deliveries of Notes, or distribution of this Product Supplement, the applicable Pricing Supplement or the Offering Memorandum or any other offering material relating to Notes, may be made in or from any jurisdiction except in circumstances which will result in compliance with any applicable laws and regulations and will not impose any obligations on us or any Distributor.

For information on selling restrictions in specific jurisdictions in which Notes will be sold, see the Offering Memorandum.

If we, the applicable Dealer or any of our or its respective affiliates provides a secondary market, we, such dealer or such affiliate will determine the secondary market prices in our or its sole discretion. Any market-making price quoted by us, the applicable Dealer or any of our or its affiliates will be net of all or a portion of any commission paid or allowance made to the Distributors.

### **Conflicts of Interest**

SGAS, one of the potential selling agents in the offerings of Notes, is an affiliate of ours and, as such, has a “conflict of interest” in these offerings within the meaning of FINRA Rule 5121. Consequently, the offerings are being conducted in compliance with the provisions of FINRA Rule 5121. SGAS is not permitted to sell Notes in any offering to an account over which it exercises discretionary authority without the prior specific written approval of the account holder.

## **CERTAIN ERISA CONSIDERATIONS**

For a discussion of the benefit plan investor consequences related to the Notes, see “*Benefit Plan Investor Considerations*” in the Offering Memorandum.