ISIN DE000SJ0V9L0

**Société Générale Effekten GmbH**

**Frankfurt am Main**

**(Issuer)**

# Final Terms

dated 7 October 2024

relating to

## Capped Protect Bonus Certificates

## relating to

## a share of STMicroelectronics N.V. quoted in EUR

**to be publicly offered in the Italian Republic**

**with respect to the**

## Base Prospectus

dated 19 October 2023

**relating to**

## Structured Securities

**unconditionally and irrevocably guaranteed by**

## Société Générale

**Paris**

**(Offeror and Guarantor)**

The above-mentioned Base Prospectus under which the Securities described in these Final Terms are issued, will cease to be valid on 19 October 2024. From and including this date, these Final Terms must be read in conjunction with the latest valid version of the Base Prospectus relating to Structured Securities of Société Générale Effekten GmbH which succeeds the above-mentioned Base Prospectus. The latest valid version of the Base Prospectus relating to Structured Securities of Société Générale Effekten GmbH will be published on the website www.warrants.com (under Legal Documents / Prospectuses).

# INTRODUCTION

**These Final Terms (the "Final Terms") have been prepared for the purpose of Article 8 (5) of the Prospectus Regulation and must be read in conjunction with the base prospectus dated 19 October 2023 relating to Structured Securities (the "Base Prospectus"). The Base Prospectus is constituted by the Securities Note dated 19 October 2023 relating to Structured Securities (the "Securities Note") and the Registration Document dated 3 July 2023 of Société Générale Effekten GmbH and any supplements thereto. In order to obtain all information necessary to the assessment of the Securities both the Base Prospectus and these Final Terms must be read in conjunction.**

**The Base Prospectus and any supplements thereto are published in accordance with Article 21 of the Prospectus Regulation in electronic form on the website www.warrants.com (under Legal Documents / Prospectuses and Registration Documents). Hardcopies of these documents may be requested free of charge from Société Générale S.A., Frankfurt Branch, Neue Mainzer Straße 46-50, 60311 Frankfurt am Main, Germany.**

**The options marked in the following sections of the Base Prospectus shall apply:**

**Applicable Functionality:**

The following parts of the Functionality of the Securities which are mentioned in the Securities Note ("6. Description of the Securities") are applicable:

6. Description of the Securities
Bonus Capped Protect (Bonus Amount equal Maximum Amount) (with Calculation Amount) Certificates

6.1. General Information on Securities

6.2. Detailed Information on Bonus Securities

6.2.1. Features

6.2.2. Redemption

(a) General

(c) Bonus Securities without Monitoring Period

6.2.3. Pricing

**Applicable Risks:**

In particular the following risk factors which are mentioned in the Securities Note ("2. Risk Factors") are applicable:

2.2. Risks arising from the nature of the Securities

2.2.1. Risks relating directly to the structure of the Securities

(a) Risks in the case of Bonus Securities

*(aa) Significant loss of value*

*(bb) Barrier Event*
*(2) Bonus Securities without Monitoring Period*

2.2.3. Risks arising from the Underlying to which the Securities are linked

(a) Risk of fluctuations in the value of the Underlying

(b) Risks relating to Shares as the Underlying

2.2.4. Risks relating to the pricing and tradability of the Securities

2.2.5. Risks arising from the taxation of the Securities or the Underlying

2.2.6. Risks arising from adjustments and terminations

**The summary applicable for this issue of Securities is annexed to these Final Terms.**

# FURTHER INFORMATION

| | |
|---|---|
| **Security Identification Number(s):** | The Security Identification Number(s) (i.e. ISIN and exchange code) in respect of each series of Securities are set out in the table annexed to this section "Further Information". |
| **Currency of the Issue:** | EUR |
| **Entity keeping the records:** | the Paying Agent |
| **Information on the Underlying:** | Information on the Underlying is available free of charge on the website *www.borsaitaliana.it.* |
| **Payment Date:** | 11 October 2024 |
| **Offer and Sale:** | The Offeror publicly offers from 11 October 2024 series of Securities with an issue size and initial issue price per Security as set out in the table annexed to this section "Further Information". The Securities are subject to a continuous public offer continuing after the validity of the Base Prospectus.<br><br>The Offeror will publish the prices at which the Securities are offered as ask quotes on Borsa Italiana (MTF SeDeX) and, for information purposes only, on the website www.prodotti.societegenerale.it. These selling prices will contain all costs of the Issuer relating to the issuance and the offer of the Securities (e.g. structuring and hedging costs as well as the profit margin of the Issuer).<br><br>The product-specific entry costs included in the initial issue price of each series of Securities are stated in the table annexed to this section "Further Information". |
| **Offer Country/Countries:** | Italian Republic |
| **Listing:** | Application(s) will be made for the Securities to be traded on Borsa Italiana (MTF SeDeX). |
| **Minimum Trading Size:** | 1 Security |
| **Consent to the usage of the Base Prospectus and the Final Terms:** | The Issuer consents to the use of the Base Prospectus and these Final Terms by any financial intermediaries (general consent).<br><br>The consent to use the Base Prospectus and these Final Terms is granted only in relation to the following member state(s): Italian Republic. |
| **Prohibition of Sales to Retail Investors in the EEA:** | - not applicable - |

**Table to the Further Information**

| | |
|---|---|
| **ISIN:** | DE000SJ0V9L0 |
| **Exchange code:** | S39178 |
| **Issue Size:** | 50,000 |
| **Initial Issue Price:** | EUR 78.05 |
| **Product-specific entry costs included in the initial issue price:** | EUR 0.295029 |

# TERMS AND CONDITIONS

The terms and conditions consist of the general terms (the "**General Terms**"), the product-specific terms (the "**Product-Specific Terms**") and the product data (the "**Table of Product Details**") of the Securities (together the "**Terms and Conditions**").

## GENERAL TERMS

### § 1
### FORM, CLEARING SYSTEM, DEPOSITORY

1. The securities (each a "**Security**" and together the "**Securities**") of a series of Securities identified by its ISIN (each a "**Series**") issued by Société Générale Effekten GmbH, Frankfurt am Main, Federal Republic of Germany, (the "**Issuer**") will be issued in dematerialised book-entry form pursuant to the "**Italian Financial Services Act**" (*Testo Unico della Finanza*) and the relevant implementing regulations and are registered in the books of Monte Titoli S.p.A. with registered office in Piazza degli Affari 6, 20123 Milano, Italian Republic, (the "**Clearing System**"). No physical document of title will be issued to represent the Securities.

2. The transfer of the Securities operates by way of registration on the relevant accounts opened with the Clearing System by any intermediary adhering, directly or indirectly, to the Clearing System (the "**Securities Account Holder**"). As a consequence, the subject who from time to time is the owner of the account held with a Securities Account Holder will be considered as the legitimate owner of the Securities (the "**Securityholder**") and will be authorised to exercise all rights related to them. For such purposes, where necessary, the Securityholder may ask the Securities Account Holder to issue certifications or release communications in accordance with articles 83-quinquies and 83-novies, paragraph 1, letter b), of the Italian Financial Services Act.

### § 2
### PAYING AGENT AND CALCULATION AGENT

1. Société Générale Securities Services SpA, Via Benigno Crespi 19/A, 20159 Milano, Italian Republic, shall be the paying agent (the "**Paying Agent**").

2. The Issuer shall be entitled at any time to appoint another bank as Paying Agent. Such appointment and the effective date shall be notified in accordance with § 6 of the General Terms.

3. The Paying Agent is hereby granted exemption from the restrictions of § 181 German Civil Code (*Bürgerliches Gesetzbuch*) ("**BGB**") and any similar restrictions of the applicable laws of any other country.

4. Société Générale, 29 boulevard Haussmann, 75009 Paris, French Republic, shall be the calculation agent regarding the Securities ("**Calculation Agent**"). The Issuer shall be entitled at any time to appoint another bank or, to the extent permitted by law, by a financial services institution established in one of the member states of the European Union, one or more additional calculation agent(s) or to cancel their order. Replacement, designation and revocation shall be notified in accordance with § 6 of the General Terms.

5. The Calculation Agent is entitled at any time to resign its office as Calculation Agent. The resignation shall only take effect with the appointment of another bank or, to the extent permitted by law, a financial service institution established in one of the member states of the European Union as the Calculation Agent of the Issuer. The resignation and appointment will be published in accordance with § 6 of the General Terms.

6. The Calculation Agent acts exclusively as a vicarious agent (*Erfüllungsgehilfe*) of the Issuer and has no obligations towards the Securityholders. The Calculation Agent is hereby granted exemption from the restrictions of § 181 BGB and any similar restrictions of the applicable laws of any other country.

7. Neither the Issuer nor the Calculation Agent is obliged to review the eligibility of the submitter of Securities.

### § 3
### TAXES

Payments in respect of the Securities shall only be made after (i) deduction and withholding of current or future taxes, levies or governmental charges, regardless of their nature, which are imposed, levied or collected (the "**Taxes**") under any applicable system of law or in any country which claims fiscal jurisdiction by or for the account of any political subdivision thereof or government agency therein authorised to levy Taxes, to the extent that such deduction or withholding is required by law, (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the "**IRC**"), or otherwise imposed pursuant to Sections 1471 through 1474 IRC, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental

approach thereto and (iii) any withholding or deduction required pursuant to Section 871(m) IRC ("**871(m) Withholding**"). The Issuer shall report on the deducted or withheld Taxes to the competent government agencies.

In addition, in determining the amount of 871(m) Withholding imposed with respect to any amounts to be paid on the Securities, the Issuer shall be entitled to withhold on any "dividend equivalent" (as defined for purposes of Section 871(m) IRC) at the highest rate applicable to such payments regardless of any exemption from, or reduction in, such withholding otherwise available under applicable law.

## § 4
## STATUS, GUARANTEE, LIMITED RECOURSE

1. The obligations under the Securities constitute direct, unconditional and unsecured (*nicht dinglich besichert*) obligations of the Issuer and rank at least pari passu with all other unsecured and unsubordinated obligations of the Issuer (save for such exceptions as may exist from time to time under applicable law).

2. Any payment obligation of the Issuer is unconditionally and irrevocably guaranteed by a guarantee of Société Générale, Paris, French Republic, ("**Guarantor**"). The obligations arising under the guarantee constitute direct, unconditional, unsecured and general obligations of the Guarantor and rank and will rank at least pari passu with all other existing and future direct, unconditional, unsecured and general obligations of the Guarantor, including those in respect of deposits, but excluding any debts for the time being preferred by law and senior to any subordinated obligations. If the Issuer, for any reason whatsoever, owes to the Securityholders a sum or amount payable on a Security (including any premiums or discounts or other amounts payable under the Securities), the Guarantor guarantees to pay to the Securityholder on request as soon as these payments fall due under the Securities the amount as it would have been made by the Issuer in accordance with the Terms and Conditions.

   If the relevant Resolution Authority (§ 4 paragraph 4 of the Product-Specific Terms) exercises its Bail-in Power (§ 4 paragraph 4 of the Product-Specific Terms) on senior unsecured liabilities of the Guarantor, which results in the write-down or cancellation of all, or a portion of, the principal amount of, or outstanding amount payable in respect of, and/or interest on, such liabilities, and/or the conversion of all, or a portion, of the principal amount of, or outstanding amount payable in respect of, or interest on, such liabilities into shares or other securities or other obligations of the Guarantor or another person, including by means of a variation to their terms and conditions to give effect to such exercise of Bail-in Power, then the payment or delivery of the obligations shall be as if the Securities had been directly issued by the Guarantor itself.

3. The Issuer enters into hedging transactions with the Guarantor in respect of the Securities. The relevant hedging transaction is intended to cover the amount of any payments due under the Securities. If the financial resources provided by the Guarantor from these hedging transactions ultimately prove to be insufficient to fully satisfy the claims of all holders of the Securities, the claims of the Securityholders shall lapse pro rata to the amount of the shortfall incurred by the respective Issuer. There are no further claims of the Securityholders against the respective Issuer, irrespective of whether such Issuer would be in a position to settle its payment obligations from the Securities with other means at its disposal (such payment defaults, "**Defaulted Payments**"); however, subject to the right to terminate or early repayment ("**Limited Recourse**").

   The rights of the Securityholders under the Guarantee are not affected and the obligations of the Guarantor under the Guarantee are not limited by the Limited Recourse; hence the Securityholder shall continue to have the right to institute any proceeding, judicial or otherwise, or otherwise assert a claim against the Guarantor to enforce any obligation due under the relevant Guarantee, including without limitation in respect of any Defaulted Payments.

## § 5
## SUBSTITUTION OF THE ISSUER

1. At any time during the life of the Securities and subject to paragraph 2, the Issuer is entitled to substitute any other company (hereinafter called a "**New Issuer**") for itself as Issuer without the consent of any Securityholder. In such case, the New Issuer may assume all the obligations of the Issuer under and in connection with the Securities. Any such substitution and the respective effective date shall be notified by the Issuer in accordance with § 6 of the General Terms.

   Upon any such substitution, the New Issuer shall succeed to, and be substituted for, and may exercise every right and power of, the Issuer under the Securities with the same effect as if the New Issuer had been named as the Issuer in these Terms and Conditions; the Issuer (and, in the case of a repeated application of this § 5 of the General Terms, each previous issuer) shall be released from its obligations hereunder and from its liability as obligor under the Securities.

   In the event of such substitution, any reference in these Terms and Conditions to the Issuer shall from then on refer to the New Issuer.

2. No such assumption shall be permitted unless

(a) the New Issuer has agreed to assume all obligations of the Issuer under the Securities;

(b) the Issuer or the Guarantor has unconditionally and irrevocably guaranteed to the Securityholders compliance by the New Issuer with all obligations under the Securities; and

(c) the New Issuer has obtained all governmental authorisations, approvals, consents and permissions necessary in the jurisdictions in which the New Issuer is domiciled or the country under the laws of which it is organised.

3. Upon any substitution of the Issuer for a New Issuer, this § 5 of the General Terms shall apply again.

## § 6
## NOTICES

Where these Terms and Conditions provide for a notice pursuant to this section, such notice shall be published on the website www.warrants.com (or on another website notified at least six weeks in advance by the Issuer in accordance with this section in the Federal Gazette (*Bundesanzeiger*)) and become effective vis-à-vis the Securityholder through such publication unless the notice provides for a later effective date. If and to the extent applicable law or regulations provide for other forms of publication, such publications shall be made merely in addition to the aforesaid publication.

Other publications with regard to the Securities are published on the website www.societegenerale.com (or any successor website).

## § 7
## ISSUANCE OF ADDITIONAL SECURITIES, REPURCHASE OF SECURITIES

1. The Issuer reserves the right to issue from time to time without the consent of the Securityholders additional tranches of Securities with substantially identical terms, so that the same shall be consolidated to form a single series and increase the total volume of the Securities. The term "Securities" shall, in the event of such consolidation, also comprise such additionally issued securities.

2. The Issuer may at any time purchase Securities in the market or otherwise. Securities repurchased by or on behalf of the Issuer may be held by the Issuer, re-issued, resold or surrendered to the Paying Agent for cancellation.

## § 8
## LIMITATION OF LIABILITY, PRESENTATION PERIODS, PRESCRIPTIONS

1. The Issuer shall be held responsible for acting or failing to act in connection with Securities only if, and insofar as, it either breaches material obligations under or in connection with the Terms and Conditions negligently or wilfully or breaches other obligations with gross negligence or wilfully. The same applies to the Paying Agent and the Calculation Agent.

2. The period for presentation of the Securities (§ 801 paragraph 1, sentence 1 BGB) shall be ten years and the period of limitation for claims under the Securities presented during the period for presentation shall be two years calculated from the expiry of the relevant presentation period.

## § 9
## PARTIAL INVALIDITY, CORRECTIONS

1. In the event of manifest typing or calculation errors or similar manifest errors in the Terms and Conditions, the Issuer shall be entitled to declare rescission (*Anfechtung*) to the Securityholders. The declaration of rescission shall be made without undue delay upon becoming aware of any such ground for rescission (*Anfechtungsgrund*) and in accordance with § 6 of the General Terms. Following such rescission by the Issuer, the Securityholders may instruct the account holding bank to submit a duly completed redemption notice to the Paying Agent, either by filling in the relevant form available from the Paying Agent or by otherwise stating all information and declarations required on the form (the "**Rescission Redemption Notice**"), and to request repayment of the Issue Price against transfer of the Securities to the account of the Paying Agent with the Clearing System. The Issuer shall make available the Issue Price to the Paying Agent within 30 calendar days following receipt of the Rescission Redemption Notice and of the Securities by the Paying Agent, whichever receipt is later, whereupon the Paying Agent shall transfer the Issue Price to the account specified in the Rescission Redemption Notice. Upon payment of the Issue Price all rights under the Securities delivered shall expire.

2. The Issuer may combine the declaration of rescission pursuant to paragraph 1 with an offer to continue the Securities on the basis of corrected Terms and Conditions. Such an offer and the corrected provisions shall be notified to the Securityholders together with the declaration of rescission in accordance with § 6 of the General Terms. Any such offer shall be deemed to be accepted by a Securityholder and the rescission shall not take effect, unless the

Securityholder requests repayment of the Issue Price within four weeks following the date on which the offer has become effective in accordance with § 6 of the General Terms by delivery of a duly completed Rescission Redemption Notice via the account holding bank to the Paying Agent and by transfer of the Securities to the account of the Paying Agent with the Clearing System pursuant to paragraph 1. The Issuer shall refer to this effect in the notification.

3. "**Issue Price**" within the meaning of paragraph 1 and 2 shall be deemed to be the higher of (i) the purchase price that was actually paid by the relevant Securityholder (as declared and proved by evidence in the request for repayment by the relevant Securityholder) and (ii) the weighted average (as determined by the Calculation Agent in its reasonable discretion (*billiges Ermessen*) (§ 317 BGB) of the traded prices of the Securities on the Business Day preceding the declaration of rescission pursuant to paragraph 1. If a Market Disruption Event exists on the Business Day preceding the declaration of rescission pursuant to paragraph 1, the last Business Day preceding the declaration of rescission pursuant to paragraph 1 on which no Market Disruption Event existed shall be decisive for the ascertainment of price pursuant to the preceding sentence.

4. Contradictory or incomplete provisions in the Terms and Conditions may be corrected or amended, as the case may be, by the Issuer in its reasonable discretion (*billiges Ermessen*) (§ 315 BGB). The Issuer, however, shall only be entitled to make such corrections or amendments which are reasonably acceptable to the Securityholders having regard to the interests of the Issuer and in particular which do not materially adversely affect the legal or financial situation of the Securityholders. Notice of any such correction or amendment shall be given to the Securityholders in accordance with § 6 of the General Terms.

5. If a Securityholder was aware of typing or calculation errors or similar errors at the time of the acquisition of the Securities, then, notwithstanding paragraphs 1 - 4, such Securityholder can be bound by the Issuer to the corrected Terms and Conditions.

6. Should any provision of these Terms and Conditions be or become void in whole or in part, the other provisions shall remain in force. The void provision shall be replaced by a valid provision that reflects the economic intent of the void provision as closely as possible in legal terms. In those cases, however, the Issuer may also take the steps described in paragraphs 1 - 4 above.

## § 10
## GOVERNING LAW, PLACE OF PERFORMANCE, PLACE OF JURISDICTION

1. The Securities and the rights and duties of the Securityholders, the Issuer and the Guarantor shall in all respects be governed by the laws of the Federal Republic of Germany except § 1 of the General Terms which shall be governed by the laws of the Italian Republic.

2. Place of performance is Frankfurt am Main.

3. Place of jurisdiction for all disputes and other proceedings in connection with the Securities for merchants, entities of public law, special funds under public law and entities without a place of general jurisdiction in the Federal Republic of Germany is Frankfurt am Main. In such a case, the place of jurisdiction in Frankfurt am Main shall be an exclusive place of jurisdiction.

## PRODUCT-SPECIFIC TERMS

### § 1
### DEFINITIONS

For the purposes of these Product-Specific Terms, the following definitions shall apply subject to an adjustment in accordance with these Terms and Conditions:

"**Business Day**" means a day on which the Exchange and the Futures Exchange are open for trading during their respective regular trading sessions, notwithstanding the Exchange or Futures Exchange closing prior to its scheduled weekday closing time. Any trading or trading activities after or before the regular trading sessions on the Exchange or the Futures Exchange will not be taken into account.

"**Exchange**" means the exchange or trading system as set out in the Table of Product Details.

"**Futures Exchange**" means the exchange or trading system with the highest trading volume of options or futures contracts relating to the Share. If options or futures contracts on the Share are not traded on any exchange, the Futures Exchange shall be the options or futures exchange with the highest amount of options or futures contracts relating to shares of companies having their residence in the country in which the Company has its residence. If there is no options or futures exchange in the country in which the Company has its residence on which options or futures contracts on shares are traded, the Calculation Agent will determine the Futures Exchange in its reasonable discretion (*billiges Ermessen*) (§ 317 BGB) and will make notification thereof in accordance with § 6 of the General Terms.

"**Issue Currency**" or "**EUR**" means Euro.

"**Launch Date**" means 8 October 2024.

"**Market Disruption Event**" means the occurrence or existence of any suspension of, or limitation imposed on, trading in (a) the Share on the Exchange, or (b) any options or futures contracts relating to the Share on the Futures Exchange (if such options or futures contracts are traded on the Futures Exchange), provided that any such suspension or limitation is material. The decision whether a suspension or limitation is material will be made by the Calculation Agent in its reasonable discretion (*billiges Ermessen*) (§ 317 BGB). The occurrence of a Market Disruption Event shall be published in accordance with § 6 of the General Terms.

A limitation regarding the office hours or the number of days of trading will not constitute a Market Disruption Event if it results from an announced change in the regular business hours of the respective exchange. A limitation on trading imposed during the course of a day by reason of movements in price exceeding permitted limits shall only be deemed to be a Market Disruption Event if such limitation still prevails at the time of termination of the trading hours on such date.

"**Payment Business Day**" means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET2) and the Clearing System settle payments in the Issue Currency.

"**Reference Price**" means

(a) if the respective Exchange is Borsa Italiana: the *Prezzo di Riferimento* of the Share, as defined in the rules of the markets organized and managed by Borsa Italiana (*Regolamento dei Mercati*) and published by Borsa Italiana at the close of the trading day or

(b) in all other cases: the price of the Share last determined and published by the Exchange on any relevant day (closing price).

"**Underlying**" or "**Share**" means the share or security similar to shares as set out in the Table of Product Details.

"**Valuation Date**" means the date as set out in the Table of Product Details.

If on the Valuation Date there is no Reference Price or if on the Valuation Date a Market Disruption Event occurs, the Valuation Date shall be postponed to the next following Business Day on which there is a Reference Price and on which a Market Disruption Event does not occur.

If, according to the before-mentioned, the Valuation Date is postponed for two consecutive Business Days, and if also on such day there is no Reference Price or a Market Disruption Event occurs on such day, then this day shall be deemed to be the Valuation Date and the Calculation Agent shall estimate the Reference Price in its reasonable discretion (*billiges Ermessen*) (§ 317 BGB), and in consideration of the prevailing market conditions on such day and make a notification thereof in accordance with § 6 of the General Terms.

## § 2
## REDEMPTION

1. Subject to a termination in accordance with § 6 of the Product-Specific Terms, each Security will be redeemed on the Maturity Date at an amount per Security in the Issue Currency (the "**Redemption Amount**") as determined in accordance with the following provisions.

   "**Maturity Date**" or "**Settlement Date**" means a day that is not later than the fifth Payment Business Day following the Valuation Date.

2. Subject to paragraph 3., the Redemption Amount shall be calculated in accordance with the following formula:

   $$RA = CA \times \frac{Underlying_{FINAL}}{Underlying_{INITIAL}}$$

   Where:

   "**CA**" means the Calculation Amount as set out in the Table of Product Details.

   "**RA**" means the Redemption Amount.

   "**Ratio"** means the figure as set out in the Table of Product Details.

   "**$Underlying_{FINAL}$**" means the Reference Price of the Underlying on the Valuation Date.

   "**$Underlying_{INITIAL}$**" means the strike as set out in the Table of Product Details ("**Strike**").

3. The Redemption Amount will be equal to the Bonus Amount, if the Reference Price of the Underlying on the Valuation Date is equal to or above the Barrier.

   "**Barrier**" means the barrier set out in the Table of Product Details.

   "**Bonus Amount**" means the amount set out in the Table of Product Details.

## § 3
## ORDINARY TERMINATION BY THE ISSUER

Subject to the provision contained in § 6 of the Product-Specific Terms, the Issuer shall not be entitled to terminate the Securities prematurely.

## § 4
## PAYMENTS

1. All amounts payable under these Terms and Conditions will be rounded to the nearest EUR 0.0001 (EUR 0.00005 will be rounded upwards).

2. All amounts payable pursuant to these Terms and Conditions shall be paid to the Paying Agent for transfer to the Clearing System or pursuant to the Clearing System's instruction for credit to the relevant accountholders on the dates stated in these Terms and Conditions. Payment to the Clearing System or pursuant to the Clearing System's instruction shall release the Issuer from its payment obligations under the Securities in the amount of such payment.

3. If any payment with respect to a Security is to be affected on a day other than a Payment Business Day, payment shall be affected on the next following Payment Business Day. In this case, the relevant Securityholder shall neither be entitled to any payment claim nor to any interest claim or other compensation with respect to such delay.

4. Neither the Issuer nor the Guarantor will be required to pay any additional amounts in respect of the Securities for or because of any withholding or deduction (i) required under any agreement as described in Section 1471(b) IRC or otherwise required under Sections 1471 to 1474 IRC, regulations or agreements including, but not limited to, official interpretations thereof or related implementing legislation for intergovernmental action in this regard; or (ii) imposed under Section 871(m) IRC.

5. Exercise of the Bail-in Power (as defined below) by the Relevant Resolution Authority (as defined below) on liabilities of Société Générale:

(a) If the Relevant Resolution Authority (as defined below) exercises its Bail-in Power (as defined below) on liabilities pursuant to Article L 613-30-3 I 3 of the French Monetary and Financial Code of Société Générale, ranking junior to liabilities of Société Générale that benefits from statutorily preferred exceptions pursuant to Article L 613-30-3 I 1 and 2 of the French Monetary and Financial Code, and senior to liabilities as defined in Article L 613-30-3 I 4 of the French Monetary and Financial Code, which results in the write-down or cancellation of all, or a portion of, the principal amount of, or outstanding amount payable in respect of, and/or interest on, such liabilities, and/or the conversion of all, or a portion, of the principal amount of, or outstanding amount payable in respect of, or interest on, such liabilities into shares or other securities or other obligations of Société Générale or another person, including by means of a variation to their terms and conditions to give effect to such exercise of Bail-in Power, then

(i) the Issuer's obligations to the Securityholders under the Securities shall be limited and reduced to the amounts of principal and/or interest that would be recoverable by the Securityholders and/or the value of the shares or other securities or other obligations of the Guarantor or another person that would be delivered to the Securityholders if the Securities had been directly issued by the Guarantor itself, and any obligations under the Securities had accordingly been directly subject to the exercise of the Bail-in Power, and,

(ii) the Issuer shall be entitled to, in lieu of payment, request the Securityholders to seek payment, in whole or in part, of any amounts due under the Securities subsequent to the reduction and/or delivery of any shares or other securities or other obligations of the Guarantor subsequent to a conversion provided for at (i) above, directly from the Guarantor under the guarantee for the Issuer's obligations.

If and to the extent the Issuer requests the Securityholders to directly seek payment and/or delivery from the Guarantor under its guarantee for the Issuer's obligations, the Issuer's liabilities under the Securities shall be deemed extinguished.

"**Bail-in Power**" means any statutory cancellation, write-down and/or conversion power existing from time to time under any laws, regulations, rules or requirements relating to the resolution of banks, banking group companies, credit institutions and/or investment firms incorporated in France in effect and applicable in France to the Guarantor (or any successor entity thereof), including but not limited to any such laws, regulations, rules or requirements that are implemented, adopted or enacted within the context of a European Union directive or regulation of the European Parliament and of the Council establishing a framework for the recovery and resolution of credit institutions and investment firms and/or within the context of a French resolution regime under the French monetary and financial code, or any other applicable laws or regulations, as amended, or otherwise, pursuant to which obligations of a bank, banking group company, credit institution or investment firm or any of its affiliates can be reduced, cancelled and/or converted into shares or other securities or obligations of the obligor or any other person.

The "**Relevant Resolution Authority**" is any authority with the ability to exercise the Bail-in Power.

(b) No repayment of the principal amount of the Securities or payment of interest thereon (to the extent of the portion thereof affected by the exercise of the Bail-in Power) shall become due and payable after the exercise of any Bail-in Power by the Relevant Resolution Authority, unless such repayment or payment would be permitted to be made by the Guarantor under the laws and regulations then applicable to the Guarantor under its senior unsecured liabilities if the Guarantor itself was the issuer of the Securities, and the terms and conditions of the Securities shall be deemed to be modified accordingly.

(c) Upon the Issuer becoming aware of the exercise of the Bail-in Power by the Relevant Resolution Authority on senior unsecured liabilities of the Guarantor, the Issuer shall notify the Securityholders in accordance with § 6 of the General Terms (and other parties that should be notified, if applicable). Any delay or failure by the Issuer to give notice shall not affect the effects on the Securities described in (a) above.

(d) The reduction or modification described in (a) and (b) above with respect to the Securities shall not constitute an event of default and the terms and conditions of Securities shall continue to apply in relation to the residual principal amount of, or outstanding amount payable in respect of the Securities, subject to any modification of the amount of interest payable to reflect the reduction of the principal amount, and any further modification of the terms that the Relevant Resolution Authority may decide in accordance with applicable laws and regulations relating to the resolution of banks, banking group companies, credit institutions and/or investment firms incorporated in France.

6. All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives and subject to the provisions contained in § 3 of the General Terms.

## § 5
## ADJUSTMENTS

1. Upon the occurrence of an Adjustment Event or Extraordinary Event each of which has a material effect on the Share or the price of the Share, the Issuer shall make any such adjustments to the Terms and Conditions as are necessary to adequately account for the economic effect of the Adjustment Event or Extraordinary Event on the

Securities and to preserve, in essence, the economic profile that the Securities had prior to the occurrence of the Adjustment Event or Extraordinary Event in accordance with the following provisions (each an "**Adjustment**"). The Calculation Agent shall decide in its reasonable discretion (*billiges Ermessen*) (§ 317 BGB) whether an Adjustment Event or Extraordinary Event has occurred and whether such Adjustment Event or Extraordinary Event has a material effect on the Share or the price of the Share.

2. An Adjustment may result in:

   (a) the replacement of the Share by another share and/or cash and/or any other compensation, in each case as stipulated with reference to the relevant Adjustment Event or Extraordinary Event (a "**Replacement**"), and the determination of another stock exchange as the Exchange,

   and/or

   (b) increases or decreases of specified variables and values or the amounts payable under the Securities taking into account:

      (i) the effect of an Adjustment Event or Extraordinary Event on the price of the Share;

      (ii) the diluting or concentrative effect of an Adjustment Event or Extraordinary Event on the theoretical value of the Share; or

      (iii) any cash compensation or other compensation in connection with a Replacement;

   and/or

   (c) consequential amendments to the share related provisions of the Terms and Conditions that are required to fully reflect the consequences of the Replacement.

3. Adjustments should correspond to the adjustments to options or futures contracts relating to the Share made by the Futures Exchange (a "**Futures Exchange Adjustment**").

   (a) If the Futures Exchange Adjustment results in the replacement of the Share by a basket of shares, the Calculation Agent shall be entitled to determine that only the share with the highest market capitalisation on the Cut-off Date shall be the (replacement) Share for the purpose of the Securities, and to hypothetically sell the remaining shares in the basket on the first Business Day following the Cut-off Date at the first available price and hypothetically reinvest the proceeds immediately afterwards in the (replacement) Share by making an appropriate adjustment to the specified variables and values or the amounts payable under the Securities. If the determination of the share with the highest market capitalisation would result in an economic inappropriate Adjustment, the Issuer shall be entitled to select any other share of the basket of shares to be the (replacement) Share in accordance with the foregoing sentence. The Calculation Agent shall decide in its reasonable discretion (*billiges Ermessen*) (§ 317 BGB) whether this is the case.

   (b) In particular, the Issuer shall not be required to make adjustments to the Terms and Conditions by reference to Futures Exchange Adjustments in cases where:

      (i) the Futures Exchange Adjustments would result in economically irrelevant adjustments to the Terms and Conditions; the Issuer shall decide in its reasonable discretion (*billiges Ermessen*) (§ 315 BGB) whether this is the case;

      (ii) the Futures Exchange Adjustments violate the principles of good faith or would result in adjustments of the Terms and Conditions contrary to the principle to preserve, in essence, the economic profile that the Securities had prior to the occurrence of the Adjustment Event or the Extraordinary Event and to adequately take into account the economic effect thereof on the price of the Share; the Issuer shall decide in its reasonable discretion (*billiges Ermessen*) (§ 315 BGB) whether this is the case; or

      (iii) in cases where no Futures Exchange Adjustment occurs but where such Futures Exchange Adjustment would be required pursuant to the adjustment rules of the Futures Exchange; in such case, the Issuer shall decide in its reasonable discretion (*billiges Ermessen*) (§ 315 BGB) whether a Futures Exchange Adjustment would be required. The Issuer shall make Adjustments in its reasonable discretion (*billiges Ermessen*) (§ 315 BGB).

   (c) In the event of any doubts regarding the application of the Futures Exchange Adjustment or adjustment rules of the Futures Exchange or where no Futures Exchange exists, the Issuer shall make such adjustments to the Terms and Conditions which are required in its reasonable discretion (*billiges Ermessen*) (§ 315 BGB) to preserve, in essence, the economic profile that the Securities had prior to the occurrence of the Adjustment Event or the Extraordinary Event and to adequately take into account the economic effect thereof on the price of the Share.

4. Any reference made to the Share in these Terms and Conditions shall, if the context so admits, then refer to the replacement share. All related definitions shall be deemed to be amended accordingly.

5. Adjustments shall take effect as from the date (the "**Cut-off Date**") determined by the Issuer in its reasonable discretion (*billiges Ermessen*) (§ 315 BGB), provided that (if the Issuer takes into consideration the manner in which adjustments are or would be made by the Futures Exchange) the Issuer shall take into consideration the date at which such adjustments take effect or would take effect at the Futures Exchange.

6. Adjustments as well as their Cut-off Date shall be notified by the Issuer in accordance with § 6 of the General Terms.

7. Any Adjustment in accordance with this § 5 of the Product-Specific Terms does not preclude a subsequent termination in accordance with § 6 of the Product-Specific Terms on the basis of the same event.

8. "**Adjustment Event**" means:

   (a) the adjustment of options or futures contracts relating to the Share at the Futures Exchange or the announcement of such adjustment;

   (b) any of the following actions taken by the issuer of the Share (the "**Company**"): capital increases through issuance of new shares against capital contribution and issuance of subscription rights to the shareholders, capital increases out of the Company's reserves, issuance of securities with options or conversion rights related to the Share, stock splits or any other splits, consolidation or alteration of category;

   (c) a spin-off of a part of the Company in such a way that a new independent entity is formed, or that the spun-off part of the Company is absorbed by another entity; or

   (d) any other event relating to the Share having a diluting or concentrative effect on the theoretical value of such Share.

9. "**Extraordinary Event**" means:

   (a) the termination of trading in, or early settlement of, options or futures contracts relating to the Share at the Futures Exchange or the announcement of such termination or early settlement;

   (b) the termination of the listing of the Share on the Exchange due to a merger by absorption or by creation or due to any other reason, or the becoming known of the intention of the Company or the announcement of the Exchange that the listing of the Share at the Exchange will terminate immediately or at a later date and that the Share will not be admitted, traded or listed at any other exchange which is comparable to the Exchange (including the exchange segment, if applicable) immediately following the termination of the listing;

   (c) a procedure is introduced or ongoing pursuant to which all shares or the substantial assets of the Company are or are liable to be nationalized or expropriated or otherwise transferred to public agencies, authorities or organizations;

   (d) the application for insolvency proceedings or for comparable proceedings with regard to the assets of the Company according to the applicable law of the Company; or

   (e) any other event that is economically equivalent to the before-mentioned events with regard to their effects.

10. Upon the occurrence, as determined by the Calculation Agent in its reasonable discretion (*billiges Ermessen*) (§ 317 BGB), of an Administrator/Benchmark Event to a Benchmark (the "**Affected Benchmark**") on or after the Launch Date the following shall apply:

    (a) the Calculation Agent shall, using reasonable discretion (billiges Ermessen) (§ 317 BGB), determine the Benchmark that is the successor to or replacement of the Affected Benchmark which is formally recommended by any Relevant Nominating Body (the **"Successor Benchmark"**); or

    (b) if no Successor Benchmark is available, the Calculation Agent shall, using reasonable discretion (*billiges Ermessen*) (§ 317 BGB), determine the Benchmark which is customarily applied in international debt capital markets transactions for the purposes of determining the Affected Benchmark (the **"Alternative Benchmark"** and together with the Successor Benchmark, the **"New Benchmark"**).

    If the Issuer determines a New Benchmark as described above, then such New Benchmark shall subsequently be used in place of the Affected Benchmark as of the relevant effective date notified by the Issuer to the Securityholders or, at the latest, for the immediately following period for which the Benchmark is to be determined (the "**Determination Period**") and subsequently for all following Determination Periods.

    In the case of a New Benchmark, the Issuer shall in its reasonable discretion (*billiges Ermessen*) (§ 315 BGB) make any such additional adjustments to the Terms and Conditions in order to follow market practice in relation to the New Benchmark or

    (a) as are necessary to reflect any increased costs of the Issuer providing such exposure to the New Benchmark;

    and/or

(b) in the case of more than one New Benchmark, making provision for allocation of exposure between the New Benchmarks;

and/or

(c) as are necessary to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to the Issuer as a result of the replacement of the Benchmark.

Where:

"**Administrator/Benchmark Event**" means, in relation to any Benchmark, the occurrence of a Benchmark Modification or Cessation Event, a Non-Approval Event, a Rejection Event or a Suspension/Withdrawal Event all as determined by the Issuer.

"**Benchmark**" means any figure which is a benchmark as defined in the Benchmarks Regulation and where any amount payable under the Securities, or the value of the Securities, is determined by reference in whole or in part to such figure, all as determined by the Issuer.

"**Benchmark Modification or Cessation Event**" means, in respect of the Benchmark any of the following has occurred or will occur:

(a) any material change in such Benchmark;

(b) the permanent or indefinite cancellation or cessation in the provision of such Benchmark;

(c) a regulator or other official sector entity prohibits the use of such Benchmark for the Issuer or any other entity generally or in respect of the Securities.

"**Benchmarks Regulation**" means the EU Benchmarks Regulation (Regulation (EU) 2016/1011, as amended by Regulation (EU) 2019/2089).

"**Non-Approval Event**" means, in respect of the Benchmark:

(a) any authorisation, registration, recognition, endorsement, equivalence or approval in respect of the Benchmark or the administrator or sponsor of the Benchmark has not been or will not be obtained;

(b) the Benchmark or the administrator or sponsor of the Benchmark has not been or will not be included in an official register; or

(c) the Benchmark or the administrator or sponsor of the Benchmark does not or will not fulfil any legal or regulatory requirement applicable to the Securities, the Issuer or the Benchmark,

in each case, as required under any applicable law or regulation in order for the Issuer or any other entity to perform its obligations in respect of the Securities. For the avoidance of doubt, a Non-Approval Event shall not occur if the Benchmark or the administrator or sponsor of the Benchmark is not or will not be included in an official register because its authorisation, registration, recognition, endorsement, equivalence or approval is suspended if, at the time of such suspension, the continued provision and use of the Benchmark is permitted in respect of the Securities under the applicable law or regulation during the period of such suspension.

"**Relevant Nominating Body**" means, in respect of the replacement of the Affected Benchmark:

(a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

(b) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (ii) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (iii) a group of the aforementioned central banks or other supervisory authorities or (iv) the Financial Stability Board or any part thereof.

"**Rejection Event**" means, in respect of the Benchmark, the relevant competent authority or other relevant official body rejects or refuses or will reject or refuse any application for authorisation, registration, recognition, endorsement, equivalence, approval or inclusion in any official register which, in each case, is required in relation to the Securities, the Benchmark or the administrator or sponsor of the Benchmark under any applicable law or regulation for the Issuer or any other entity to perform its obligations in respect of the Securities.

"**Suspension/Withdrawal Event**" means, in respect of the Benchmark:

(a) the relevant competent authority or other relevant official body suspends or withdraws or will suspend or withdraw any authorisation, registration, recognition, endorsement, equivalence decision or approval in relation to the Benchmark or the administrator or sponsor of the Benchmark which is required under any

applicable law or regulation in order for the Issuer or any other entity to perform its obligations in respect of the Securities; or

(b) the Benchmark or the administrator or sponsor of the Benchmark is or will be removed from any official register where inclusion in such register is or will be required under any applicable law in order for the Issuer or any other entity to perform its obligations in respect of the Securities.

(c) For the avoidance of doubt, a Suspension/Withdrawal Event shall not occur if such authorisation, registration, recognition, endorsement, equivalence decision or approval is or will be suspended or where inclusion in any official register is or will be withdrawn if, at the time of such suspension or withdrawal, the continued provision and use of the Benchmark is permitted in respect of the Securities under the applicable law or regulation during the period of such suspension or withdrawal.

For the avoidance of doubt, the above is additional, and without prejudice, to any other terms of the Securities. In the event that under any such terms any other consequences could apply in relation to an event or occurrence the subject of an Administrator/Benchmark Event, the Calculation Agent shall determine which terms shall apply in its reasonable discretion (*billiges Ermessen*) (§ 317 BGB).

Any amendments made by the Issuer pursuant to this § 5 of the Product-Specific Terms shall be notified by the Issuer pursuant to § 6 of the General Terms as soon as practicable following the determination thereof. Such notice shall be irrevocable and shall specify the date on which the relevant adjustments become effective.

In the case of the occurrence of an Administrator/Benchmark Event due to the Benchmarks Regulation, the provisions of this § 5 of the Product-Specific Terms shall take precedent over any other provisions in these Terms and Conditions under which the Issuer may make adjustments to the Terms and Conditions due to the occurrence of the same event; the Calculation Agent shall decide in its reasonable discretion (*billiges Ermessen*) (§ 317 BGB) whether this is the case.

## § 6
## EXTRAORDINARY TERMINATION BY THE ISSUER

1. Upon the occurrence of an Extraordinary Event, the Issuer may freely elect to terminate the Securities prematurely instead of making an Adjustment. In the case that an Adjustment would not be sufficient to preserve, in essence, the economic profile that the Securities had prior to the occurrence of the Extraordinary Event, the Issuer shall terminate the Securities prematurely; the Calculation Agent shall decide in its reasonable discretion (*billiges Ermessen*) (§ 317 BGB) whether this is the case.

   The Issuer may also freely elect to terminate the Securities prematurely in the case of a takeover-bid, i.e. an offer to take over or to swap or any other offer or any other act of an individual person or a legal entity that results in the individual person or legal entity buying, otherwise acquiring or obtaining a right to buy more than 10% of the outstanding shares of the Company as a consequence of a conversion or otherwise; all as determined by the Issuer based on notifications to the competent authorities or on other information determined as relevant by the Issuer.

2. If the Issuer and/or its Affiliates are, even following economically reasonable efforts, not in the position (i) to enter, re-enter, replace, maintain, liquidate, acquire or dispose of any Hedging Transactions or (ii) to realize, regain or transfer the proceeds resulting from such Hedging Transactions (the "**Hedging Disruption**"), the Calculation Agent may freely elect to terminate the Securities prematurely. The Calculation Agent shall decide in its reasonable discretion (*billiges Ermessen*) (§ 317 BGB) whether a Hedging Disruption has occurred.

   The Issuer may also freely elect to terminate the Securities prematurely if (i) due to the adoption of or any change in any applicable law or regulation (including any tax law) or (ii) due to the promulgation of or any change in the interpretation by any competent court, tribunal or regulatory authority (including any tax authority) that (A) it has become illegal to hold, acquire or dispose of any Shares or (B) it will incur materially increased costs in performing the Issuer's obligation under the Securities (including due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position) (the "**Change in Law**"). The Calculation Agent shall decide in its reasonable discretion (*billiges Ermessen*) (§ 317 BGB) whether a Change in Law has occurred.

3. If the Issuer has not made any adjustments in its reasonable discretion (*billiges Ermessen*) (§ 315 BGB) pursuant to § 5 paragraph 10 of the Product-Specific Terms due to the occurrence of an Administrator/Benchmark Event, the Issuer may, but is not obliged to, terminate extraordinarily the Securities.

4. Any extraordinary termination of the Securities shall be notified by the Issuer in accordance with § 6 of the General Terms within fourteen Business Days following the occurrence of the relevant event (the "**Extraordinary Termination Notice**"). The Extraordinary Termination Notice shall designate a Business Day as per which the extraordinary termination shall become effective (the "**Extraordinary Termination Date**") in accordance with the following provisions. Such Extraordinary Termination Date shall be not later than seven Payment Business Days following the publication of the Extraordinary Termination Notice.

5. If the Securities are called for redemption, they shall be redeemed at an amount per Security that is equivalent to their fair market value minus any expenses actually incurred by the Issuer under transactions that were required for winding up the Hedging Transactions (the "**Extraordinary Termination Amount**"). The Calculation Agent shall

calculate the Extraordinary Termination Amount in its reasonable discretion (*billiges Ermessen*) (§ 317 BGB) by taking into account prevailing market conditions and any proceeds realised by the Issuer and/or any of its affiliates (within the meaning of § 271 paragraph 2 German Commercial Code (*Handelsgesetzbuch,* HGB), the "**Affiliates**") in connection with transactions or investments concluded by it in its reasonable commercial discretion (*vernüftiges kaufmännisches Ermessen*) for hedging purposes in relation to the assumption and fulfilment of its obligations under the Securities (the "**Hedging Transactions**").

6. The Issuer shall pay the Extraordinary Termination Amount to the Securityholders not later than on the tenth Payment Business Day following the Extraordinary Termination Date.

# Table of Product Details

The following Table of Product Details contains the product details in relation to each series of Securities:

| ISIN | Exchange Code | Share / Exchange | Calculation Amount | Strike | Barrier | Bonus Amount | Valuation Date |
|---|---|---|---|---|---|---|---|
| DE000SJ0V9L0 | S39178 | Share of STMicroelectronics N.V. (ISIN NL0000226223) / Borsa Italiana S.p.A. | EUR 79.323 | EUR 25.78 | EUR 21.00 | EUR 100.00 | 17 December 2026 |

# ISSUE-SPECIFIC SUMMARY

## Section A – Introduction, containing Warnings

### Introductory Information

**Name and Securities Identification Numbers**

The Capped Protect Bonus Securities (the "**Bonus Securities**" or the "**Securities**") offered under the Base Prospectus dated 19 October 2023 regarding Structured Securities (the "**Base Prospectus**") have the securities identification numbers (i.e. International Securities Identification Numbers ("**ISIN**") and exchange code) as set out in the table annexed to this summary.

**Contact Details of the Issuer**

Société Générale Effekten GmbH (the "**Issuer**") (with the legal entity identifier ("**LEI**"): 529900W18LQJJN6SJ336) has its registered office in Frankfurt am Main, Federal Republic of Germany. The business address is: Neue Mainzer Straße 46-50, 60311 Frankfurt am Main, Federal Republic of Germany (telephone no.: +49 (0)69 71 74 0).

**Contact Details of the Offeror**

Société Générale (the "**Offeror**") (with LEI: O2RNE8IBXP4R0TD8PU41) has its registered office in Paris, French Republic. The business address is: Boulevard Haussmann 29, 75009 Paris, French Republic (telephone no.: +33 (0)1 42 14 20 00).

**Date of Approval; Competent Authority**

The Base Prospectus was approved on 19 October 2023 by the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht)* ("**BaFin**"). The business address of BaFin (*Wertpapieraufsicht*) is: Marie-Curie-Str. 24-28, 60439 Frankfurt am Main, Federal Republic of Germany (telephone no.: +49 (0)228 4108 0).

### Warnings

(a) Investors should read the summary as an introduction of the Base Prospectus.

(b) Any decision to invest in the Securities should be based on a consideration of the Base Prospectus as a whole by the investor.

(c) The investors could lose all or part of the invested capital (including all costs associated with the purchase) (total loss).

(d) Where a claim relating to the information contained in a Base Prospectus is brought before a court, the plaintiff investor might, under national law, have to bear the costs of translation the Base Prospectus, including any supplements, as well as the respective Final Terms before the legal proceedings are initiated.

(e) Société Générale Effekten GmbH, as Issuer, and Société Générale, as Offeror and Guarantor, who have accepted responsibility for the summary, including any translations thereof, shall be liable under civil law, but only where the summary is misleading, inaccurate or inconsistent, when read together with the other parts of the Base Prospectus, or where it does not provide, when read together with the other parts of the Base Prospectus, key information in order to aid investors when considering whether to invest in such Securities.

(f) The investor is about to purchase a product that is not simple and may be difficult to understand.

## Section B - Key Information on the Issuer

### Who is the Issuer of the Securities?

**Domicile and legal form**

The Issuer is a limited liability company (*GmbH*) established under German law with its registered office in Frankfurt am Main, Federal Republic of Germany. Its LEI is: 529900W18LQJJN6SJ336.

**Principal Activities**

The business purpose of the Issuer, as stipulated in its articles of association, is to issue and sell securities and engage in associated activities, as well as to purchase, sell, hold and manage its own interests in other companies in Germany and abroad, particularly those in the financial and service area generally, but excluding those activities and interests that would require authorization for the Issuer itself or would result in the Issuer being classified as a (mixed) financial holding company.

**Major shareholders of the Issuer**

The Issuer is a wholly owned subsidiary of Société Générale, Frankfurt, which is a branch of Société Générale, Paris.

**Identity of its Managing Directors**

Managing directors of Société Générale Effekten GmbH are currently Mr. Helmut Höfer, Mr. Andreas Thomas and Mr. Timo Felix Zapf.

**Identity of its statutory auditors**

The consolidated financial statements of the Issuer for the financial year 2022 and the consolidated financial statement for the financial year 2021 have been audited by Deloitte GmbH Wirtschaftsprüfungsgesellschaft, Europa-Allee 91, 60486 Frankfurt am Main, Federal Republic of Germany.

**What is the key financial information regarding the Issuer?**

1. Income statement

| (*in euro thousands*) | **31.12.2022** (*audited*) | **31.12.2021** (*audited*) | **30.06.2023** (*unaudited*) | **30.06.2022** (*unaudited*) |
|---|---|---|---|---|
| Operating profit/loss or another similar measure of financial performance used by the issuer in the financial statements | 47,670 | 70,360 | 21,561 | 42,888 |

2. Balance sheet

| *(in euro thousands)* | **31.12.2022** (*audited*) | **31.12.2021** (*audited*) | **30.06.2023** (*unaudited*) |
|---|---|---|---|
| Net financial debt (long term debt plus short term debt minus cash) | 8,137,600 | 8,592,263 | 8,028,869 |

3. Cash flow statement

| *(in euro thousands)* | **31.12.2022** (*audited*) | **31.12.2021** (*audited*) | **30.06.2023** (*unaudited*) | **30.06.2022** (*unaudited*) |
|---|---|---|---|---|
| Net Cash flows from operating activities | 203,800 | 388,907 | (343,502) | (402,476) |
| Net Cash flows from financing activities | 203,800 | (370,966) | 302,492 | 384,705 |
| Net Cash flow from investing activities | 134,319 | 17,380 | 86,353 | 64,029 |

**What are the key risks that are specific to the Issuer?**

1. Risks resulting from the Issuer's limited own assets

   The Issuer has only a limited liable capital stock amounting to EUR 25,564.59. Investors are therefore exposed to a considerably higher credit risk compared to an issuer with much greater capital resources. Accordingly, if the Issuer, in light of its limited capital stock, is unable to fund payments under securities issued by it, the Issuer's issuance business will be materially adversely affected as the Issuer will not or only partially be able to fulfil its obligations arising from such securities. Investors in securities may therefore lose parts of their investment or their entire investment (**risk of total loss**).

2. Risks in the case of hedging transactions with Société Générale

   The Issuer enters into hedging transactions with Société Générale in relation to the securities. The relevant hedging transaction is intended to cover the amount of any payments due under the securities issued by the Issuer. If the financial resources provided by Société Générale as guarantor from these hedging transactions ultimately prove to be insufficient to fully satisfy the claims of all holders of securities issued under the guarantee structure, the terms and conditions of the securities will provide that the claims of the holders of such securities will lapse pro rata to the amount of the shortfall incurred by the Issuer. This means that recourse to the issuer is limited to any actual proceeds received from Société Générale (Limited Recourse). There are no further claims of the holders of such securities against the Issuer, irrespective of whether the Issuer would be in a position to settle its payment obligations from the securities with other means at its disposal. The holders of such securities are therefore exposed to the credit risk of Société Générale. Therefore, in the case of an insolvency of Société Générale investors may lose parts of their investment or their entire investment (**risk of total loss**).

## Section C - Key Information on the Securities

### What are the main features of the Securities?

**Type and class of the Securities**

The Securities are bearer bonds under German law within the meaning of § 793 of the German Civil Code (*BGB*). The securitisation of the Securities is governed by the laws of the Italian Republic. ISIN and exchange code are set out in the table annexed to this summary.

**The rights attached to Securities**

The Securities grant the investor the right to require the Issuer to pay a Redemption Amount at maturity. The redemption is made in Euro ("**Issue Currency**").

If the Securityholder receives a Bonus Amount or a Redemption Amount, depends on the price of the Underlying **on the Valuation Date**. A Barrier Event occurs, if the price of the Underlying on the Valuation Date is below the Barrier. The Securityholder receives at least the Bonus Amount if no Barrier Event has occurred.

1. A Barrier Event has not occurred. The Securityholder will receive the Bonus Amount/Maximum Amount.

2. A Barrier Event has occurred. The Securityholder will receive a Redemption Amount calculated as follows:
   The Calculation Amount will be multiplied by the quotient of the Reference Price of the Underlying on the Valuation Date and the Strike.
   The Redemption Amount will never exceed the Maximum Amount.

The Securities have a fixed term and mature on the Maturity Date. The table annexed to this summary contains the Maturity Date for each series of Securities.

The Issuer is entitled to adjust the terms and conditions (in particular to exchange the Underlying) or to terminate the Securities upon occurrence of certain extraordinary events (e.g. cessation of the Underlying).

**Transferability and Tradability of Securities**

The Securities are freely transferable and can generally be traded freely. Free trade applies subject to selling restrictions, applicable laws and rules and regulations of the Clearing Systems.

**Issue size**

The issue size is set out in the table annexed to this summary.

**Status of the Securities**

The Securities constitute direct, unconditional, unsecured and unsubordinated liabilities of the Issuer. In the event of insolvency or dissolution of the Issuer, the Securities will rank pari passu with all current and further unsecured and unsubordinated liabilities of the Issuer, with the exception of those liabilities that are subject to contractual or legal precedence or subordination.

### Where will the Securities be traded?

Application(s) will be made for the Securities to be traded on Borsa Italiana (MTF SeDeX).

### Is there a guarantee attached to the Securities?

**Nature and scope of the guarantee**

The payment and, where relevant, delivery obligations of the Issuer under the Terms and Conditions are guaranteed by an unconditional and irrevocable Guarantee of Société Générale, Paris, French Republic, (the "**Guarantor**").

The Issuer also enters into hedging transactions relating to the Securities with the Guarantor. The respective hedging transaction is intended to cover the amount of any payments due under the Securities. The Issuer's payment obligations arising from the Securities are limited to the financial resources provided by the Guarantor in the context of the hedging transactions (Limited Recourse). The rights of the Securityholders under the Guarantee are not affected by the limited recourse, however, and the obligations of the Guarantor under the Guarantee are not limited; accordingly, all Securityholders shall continue to have the right to initiate judicial or other proceedings against the Guarantor or assert other claims against the Guarantor in order to enforce obligations due under the Guarantee, including in particular with respect to defaulted payments.

**Guarantor**

The legal and commercial name of the company is Société Générale. Société Générale is incorporated on 4 May 1864 in France, as a public limited company (*société anonyme*) established under French law with a share capital of EUR 1,010,261,206.25, and having the status of a bank. The registered office of Société Générale is at 29 boulevard Haussmann,

75009 Paris, French Republic, and the administrative office is at 7 cours Valmy, 92972 Paris-La Défense, French Republic, (Telephone no.: +33 (0)1 42 14 20 00). Its LEI is O2RNE8IBXP4R0TD8PU41.

The Société Générale group ("**SG Group**") offers a wide range of advisory services and tailored financial solutions to individual customers, large corporate and institutional investors. The SG Group relies on three complementary core businesses:

- French Retail Banking;
- International Retail Banking, Insurance and Financial Services and
- Global Banking and Investor Solutions.

The Société Générale is the parent company of the SG Group.

**Key financial information**

1. Income statement

| *(in millions of euros)* | **31.12.2022** *(audited)* | **31.12.2021** *(audited)* | **Half Year 2023** *(unaudited)* | **Half Year 2022** *(unaudited)* |
|---|---|---|---|---|
| Net interest income (or equivalent) (*Total Interest Income and Expense*)* | 12,841 | 10,718 | 5,689 | 6,259 |
| Net fee and commission income (*Total Fee income and expense*) | 5,217 | 5,320 | 2,648 | 2,597 |
| Net impairment loss on financial assets *(Cost of risk)* | (1,647) | (700) | (346) | (778) |
| Net trading income (*Net gains and losses on financial transactions*) | 866 | 5,723 | 5,831 | (2,024) |
| Measure of financial performance used by the issuer in the financial statements such as operating profit *(Gross Operating income)* | 9,161 | 8,208 | 3,460 | 4,488 |
| Net profit or loss (for consolidated financial statements net profit or loss attributable to equity holders of the parent) *(Net Income, Group share)* | 1,825 | 5,641 | 1,768 | (690) |

2. Balance sheet

| *(in billions of euros)* | **31.12.2022** (*audited*) | **31.12.2021** (*audited*) | **Half Year 2023** (*unaudited*) | **Half Year 2022** (*unaudited*) | **Value as outcome of the most recent Supervisory review Evaluation Process (SREP)** |
|---|---|---|---|---|---|
| Total assets (*Total Assets*) | 1,484.90 | 1,464.5 | 1,578.43 | 1,538.6 | N/A |
| Senior debt (*Debt securities issued*) | 133.18 | 135.3 | 151.32 | 133.7 | N/A |
| Subordinated debt (*Subordinated debts*) | 15.95 | 16.0 | 15.16 | 17.1 | N/A |
| Loans and receivables to customers (*Customer loans at amortised cost*) | 506.64 | 497.2 | 490.42 | 503.7 | N/A |
| Deposits from customers (*Customer deposits*) | 530.76 | 509.1 | 546.66 | 519.4 | N/A |
| Total equity (*Shareholder's equity, subtotal Equity, Group share*) | 66.97 | 65.1 | 68.01 | 64.6 | N/A |
| Non performing loans (based on net carrying amount) / Loans and receivables *(Doubtful Loans*) | 15.9 | 16.5 | 16.4 | 16.9 | N/A |
| Common Equity Tier 1 capital (CET1) ratio or other relevant prudential capital adequacy ratio depending on the issuance (*Common Equity Tier 1 ratio*) | 13.5% *** | 13.71% *** | 13.1% *** | 12.9% *** | 9.73% ** |
| Total Capital Ratio (*Total capital ratio*) | 19.4% *** | 18.8% *** | 18.7% *** | 18.5% *** | N/A |
| Leverage Ratio calculated under applicable regulatory framework (*Fully loaded CRR* | 4.4% *** | 4.9% *** | 4.2% *** | 4.1% *** | N/A |

| | | | | | |
|---|---|---|---|---|---|
| *leverage ratio*) | | | | | |

* Titled in italics refer to titled used in the financial statements.

** Taking into account the combined regulatory buffers, the phased-in CET1 ratio level that would trigger the Maximum Distributable Amount (MDA) mechanism would be 9.73% as of 30 June 2023.

*** Phased-in ratio.

The audit report does not contain any qualification.

**Which are the most material risk factors pertaining to the Guarantor?**

The Guarantor's ability to meet its obligations under the guarantee depends essentially on the SG Group's business results and financial situation.

1. Risks related to the global economy and financial markets

   As a global financial institution, the SG Group’s activities are sensitive to changes in financial markets and economic conditions generally in Europe, the United States and elsewhere around the world. The SG Group could face a significant deterioration in market and economic conditions resulting from, in particular, economic and political crises or other adverse events. Such events, which may develop quickly and thus potentially may not have been anticipated and hedged, could affect the SG Group’s operating environment for short or extended periods.

2. Liquidity risks

   The SG Group depends on access to financing and other sources of liquidity. Access to financing and liquidity constraints could have a material adverse effect on the SG Group’s business, financial position, results of operations and ability to meet its obligations to its counterparties.

**What are the key risks that are specific to the Securities?**

1. Significant loss of value

   In the case of Bonus Securities, the risk of the Securityholder is that on the Settlement Date he does not receive the Bonus Amount but receives a Redemption Amount that depends on the price of the Underlying on the Valuation Date, which is less than the price at which the Securityholder has acquired the Bonus Securities. The lower the Underlying price falls on the Valuation Date, the greater the loss. Worst case: If the underlying is worthless on the Valuation Date, then the Redemption Amount is 0 (zero) (total loss).

2. Barrier Event

   The Securityholder shall lose the right to receive the predetermined Bonus Amount if the Reference Price of the Underlying **on the Valuation Date** is below the Barrier. In this case the amount of the Redemption Amount depends on the Reference Price of the Underlying on the Valuation Date. The **lower** the Reference Price, the **higher** the loss.

3. Limited increase in value
   The Redemption Amount of the Bonus Securities is limited (capped). The **further** the price of the Underlying is above the Cap, the **higher** the limitation versus a direct investment in the Underlying.

4. Risk of fluctuations in the value of the Underlying

   Securityholders are affected by fluctuations in the value of the Underlying. These may have an adverse impact on the value of the Securities.

   If investors purchase a Security with an Underlying, they also bear the risks associated with the Underlying as Securityholders. In particular, they bear the risk of fluctuations in the value of the Underlying. The fluctuations in the value of the Underlying depend on a variety of factors: Corporate actions or economic events relating to the business of the Underlying, general economic factors and speculative activities. It is therefore not possible to make reliable statements about the future performance of the Underlying for the Securities. In particular, the performance of an Underlying in the past does not represent a guarantee of its future performance. The selection of an Underlying is not based on the expectations or estimates of the Issuer with respect to the future performance of the Underlying selected. Securityholders are therefore not able to predict in advance the repayment for the Securities that they can expect in the future. If the value of the Underlying has fallen, Securityholders may suffer substantial losses (up to a total loss) on the repayment of the Securities.

5. Risks relating to the Underlying

   The Securityholder bears similar risks as in the case of a direct investment in that Share. These include risks arising from the fluctuations in the company's share price. This includes the risk of the company becoming insolvent and of insolvency proceedings or a similar proceeding, in case of a company in another country, being initiated with respect to the company's assets. The risk exists for the Securityholders in all cases that the relevant Share may become

**worthless** as the Underlying of their Security, thereby realizing the risks resulting from the nature of the security. The Securityholders will then suffer a **total loss**.

## Section D – Key information on the offer of the securities to the public and/or the admission to trading on a regulated market

**Under which conditions and timetable can I invest in this Security?**

The Offeror offers from 11 October 2024 series of Securities with an issue size and initial issue price per Security as set out in the table annexed to this summary.

It is intended to distribute the Securities to retail clients in Italy.

The selling price will contain all costs of the Issuer relating to the issuance and the offer of the Securities (e.g. structuring and hedging costs as well as the profit margin of the Issuer). The product-specific entry costs included in the initial issue price of each series of Securities are stated in the table annexed to this summary.

Details about the admission to trading can be found in the above section C (*Where will the Securities be traded?*).

**Who is the offeror?**

Offeror is Société Générale, Paris. Details of the Offeror can be found in the above section A (*Introduction with Warnings*).

**Why is this prospectus being produced?**

The Securities are being offered and the proceeds will be used solely for the purpose of generating profits in the context of the Issuer's general business activities.

The offer is subject to a general underwriting agreement with the Offeror.

In connection with the exercise of rights and/or obligations of the Issuer and its affiliated companies in accordance with the terms and conditions of the Securities (e.g. in connection with the determination or adaptation of parameters of the terms and conditions) which affect the amounts payable, conflicts of interest may arise by:

- Execution of transactions in the Underlying by the Issuer and its affiliated companies;
- Issuance of additional derivative instruments with regard to the Underlying;
- Business relationship of the Issuer and its affiliated companies with the issuer of the Underlying;
- Possession of material (including non-public) information from the Issuer and its affiliated companies about the Underlying; and/or
- Acting of Société Générale as Market Maker.

## Annex to the Summary

| | |
|---|---|
| ISIN: | DE000SJ0V9L0 |
| Exchange code: | S39178 |
| Maturity Date: | 24 December 2026 |
| Issue Size: | 50,000 |
| Initial Issue Price: | EUR 78.05 |
| Product-specific entry costs included in the initial issue price: | EUR 0.295029 |

## NOTA DI SINTESI SPECIFICA DELL'EMISSIONE

## Sezione A - Introduzione, contenente Avvertenze

### Informazioni introduttive

**Denominazione e Codice di Identificazione dei Titoli**

I Bonus Capped Protect Titoli (i "**Bonus Titoli**" o i "**Titoli**") offerti ai sensi del Prospetto di Base del 19 ottobre 2023 relativo ai Titoli Strutturati (il "**Prospetto di Base**") hanno i codici di identificazione dei titoli (i.e. International Securities Identification Number ("**ISIN**") e codice di negoziazione) indicati nella tabella allegata alla presente nota di sintesi.

**Dati di contatto dell'Emittente**

Société Générale Effekten GmbH (l'"**Emittente**") (con codice identificativo del soggetto giuridico ("**LEI**"): 529900W18LQJJN6SJ336) con sede legale a Francoforte sul Meno, Repubblica Federale di Germania. L'indirizzo commerciale è: Neue Mainzer Straße 46-50, 60311 Francoforte sul Meno, Repubblica Federale di Germania (numero di telefono: +49 (0)69 71 74 0).

**Dati di contatto dell'Offerente**

Société Générale (l'"**Offerente**") (con LEI: O2RNE8IBXP4R0TD8PU41) con sede legale a Parigi, Repubblica Francese. L'indirizzo commerciale è: Boulevard Haussmann 29, 75009 Parigi, Repubblica Francese (numero di telefono: +33 (0)1 42 14 20 00).

**Data di Approvazione; Autorità Competente**

Il Prospetto di Base è stato approvato il 19 ottobre 2023 dall'Autorità Federale tedesca di Vigilanza Finanziaria (*Bundesanstalt für Finanzdienstleistungsaufsicht*) ("**BaFin**"). L'indirizzo commerciale della BaFin (*Wertpapieraufsicht*) è il seguente: Marie-Curie-Str. 24-28, 60439 Francoforte sul Meno, Repubblica Federale di Germania (numero di telefono: +49 (0)228 4108 0).

### Avvertenze

(a) Gli investitori dovrebbero leggere la nota di sintesi come un'introduzione al Prospetto di Base.

(b) Qualsiasi decisione di investire nei Titoli dovrebbe basarsi sull'esame del Prospetto di Base completo da parte dell'investitore.

(c) Gli investitori potrebbero incorrere in una perdita totale o parziale del capitale investito (inclusi tutti i costi associati all'acquisto) (perdita totale).

(d) Qualora sia proposto un ricorso dinanzi all'organo giurisdizionale in merito alle informazioni contenute nel Prospetto di Base, l'investitore ricorrente potrebbe essere tenuto, a norma del diritto nazionale, a sostenere le spese di traduzione del Prospetto di Base, incluso qualsiasi supplemento, così come delle rispettive Condizioni Definitive, prima dell'inizio del procedimento.

(e) Société Générale Effekten GmbH, in qualità di Emittente, e Société Générale, in qualità di Offerente e Garante, che hanno accettato la responsabilità per la nota di sintesi, comprese le eventuali traduzioni della medesima, sono responsabili ai sensi del diritto civile, ma soltanto se la nota di sintesi risulta fuorviante, imprecisa o incoerente se letta insieme con le altre parti del Prospetto di Base o non offre, se letta insieme con le altre parti del Prospetto di Base, le informazioni fondamentali per aiutare gli investitori al momento di valutare l'opportunità di investire in tali Titoli.

(f) L'investitore sta per acquistare un prodotto che non è semplice e può essere di difficile comprensione.

## Sezione B - Informazioni Fondamentali Concernenti l'Emittente

### Chi è l'Emittente dei Titoli?

**Domicilio e forma giuridica**

L'Emittente è una società a responsabilità limitata costituita ai sensi del diritto tedesco con sede legale a Francoforte sul Meno, Repubblica Federale di Germania. Il suo LEI è: 529900W18LQJJN6SJ336.

**Attività Principali**

L'oggetto sociale dell'Emittente, come previsto dal proprio statuto, è l'emissione e la vendita di titoli e l'esercizio di attività collegate, così come l'acquisto, la vendita, la detenzione e la gestione di partecipazioni proprie in altre società in Germania e all'estero, in particolare quelle del settore finanziario e dei servizi in generale, escludendo però quelle attività e

partecipazioni che richiederebbero un'autorizzazione per l'Emittente stesso o che comporterebbero la classificazione dell'Emittente come holding finanziaria (mista).

**Maggiori azionisti dell'Emittente**

L'Emittente è una società interamente controllata da Société Générale, Francoforte, che è una succursale di Société Générale, Parigi.

**Identità dei suoi Amministratori Delegati**

Gli amministratori delegati di Société Générale Effekten GmbH sono attualmente il Sig. Helmut Höfer, il Sig. Andreas Thomas e il Sig. Timo Felix Zapf.

**Identità dei suoi Revisori Legali**

Il bilancio consolidato dell'Emittente per l'esercizio 2022 e il bilancio consolidato per l'esercizio 2021 sono stati sottoposti a revisione contabile da parte di Deloitte GmbH Wirtschaftsprüfungsgesellschaft, Europa-Allee 91, 60486 Francoforte sul Meno, Repubblica Federale di Germania.

**Quali sono le informazioni finanziarie fondamentali relative all'Emittente?**

1. Conto economico

| (*in migliaia di euro*) | **31.12.2022** (*certificato*) | **31.12.2021** (*certificato*) | **30.06.2023** (*non certificato*) | **30.06.2022** (*non certificato*) |
|---|---|---|---|---|
| Utile/perdita d'esercizio o altra misura analoga della performance finanziaria utilizzata dall'emittente nel bilancio | 47.670 | 70.360 | 21.561 | 42.888 |

2. Stato patrimoniale

| (*in migliaia di euro*) | **31.12.2022** (*certificato*) | **31.12.2021** (*certificato*) | **30.06.2023** (*non certificato*) |
|---|---|---|---|
| Debito finanziario netto (debito a lungo termine più debito a breve termine meno contante) | 8.137.600 | 8.592.263 | 8.028.869 |

3. Rendiconto sui flussi di cassa

| (*in migliaia di euro*) | **31.12.2022** (*certificato*) | **31.12.2021** (*certificato*) | **30.06.2023** (*non certificato*) | **30.06.2022** (*non certificato*) |
|---|---|---|---|---|
| Flussi di cassa netti provenienti da attività operative | 203.800 | 388.907 | (343.502) | (402.476) |
| Flussi di cassa netti provenienti da attività di finanziamento | 203.800 | (370.966) | 302.492 | 384.705 |
| Flussi di cassa netti provenienti da attività di investimento | 134.319 | 17.380 | 86.353 | 64.029 |

**Quali sono i principali rischi specifici dell'Emittente?**

1. Rischi derivanti dal limitato patrimonio proprio dell'Emittente

   L'Emittente dispone di un capitale sociale a responsabilità limitata pari a EUR 25.564,59. Gli investitori sono pertanto esposti a un rischio di credito notevolmente più elevato rispetto a un emittente con risorse patrimoniali molto maggiori. Di conseguenza, se l'Emittente, alla luce del suo capitale sociale limitato, non sia in grado di finanziare i pagamenti ai sensi dei titoli da esso emessi, l'attività di emissione dell'Emittente risulterà seriamente compromessa in quanto l'Emittente non sarà in grado di adempiere ai propri obblighi derivanti da tali titoli o lo sarà solo parzialmente. Gli investitori nei titoli possono quindi perdere parte del loro investimento o l'intero investimento (**rischio di perdita totale**).

2. Rischi in caso di operazioni di copertura con Société Générale

   L'Emittente effettua operazioni di copertura con Société Générale in relazione ai titoli. La rispettiva operazione di copertura è destinata a coprire l'importo degli eventuali pagamenti dovuti ai sensi dei titoli emessi dall'Emittente. Se le risorse finanziarie fornite da Société Générale in qualità di garante da tali operazioni di copertura si rivelassero in ultima analisi insufficienti a soddisfare pienamente le richieste di tutti i portatori dei titoli emessi ai sensi dell'accordo di garanzia, i termini e le condizioni dei titoli prevedono che le pretese dei portatori di tali titoli decadano

proporzionalmente all'ammontare dell'ammanco subito dall'Emittente. Ciò significa che la facoltà di rivalersi sull'Emittente è limitata a qualsiasi effettivo provento ricevuto da Société Générale (Rivalsa Limitata). Non vi sono ulteriori pretese dei portatori di tali titoli nei confronti dell'Emittente, indipendentemente dal fatto che l'Emittente sia in grado di regolare i propri obblighi di pagamento derivanti dai titoli con altri mezzi a sua disposizione. I portatori di tali titoli sono pertanto esposti al rischio di credito di Société Générale. Pertanto, in caso di insolvenza di Société Générale gli investitori possono perdere parte del loro investimento o l'intero investimento (rischio di perdita totale).

## Sezione C - Informazioni Fondamentali sui Titoli

### Quali sono le principali caratteristiche dei Titoli?

**Tipo e classe dei Titoli**

I Titoli sono titoli al portatore ai sensi del diritto tedesco secondo quanto previsto dal § 793 del Codice Civile tedesco (*BGB*). La creazione dei Titoli è disciplinata dalle leggi di Repubblica Italiana. ISIN e codice di negoziazione sono riportati nella tabella allegata alla presente nota di sintesi.

**I diritti Connessi ai Titoli**

I Titoli conferiscono all'investitore il diritto di chiedere all'Emittente di pagare un Importo di Rimborso alla scadenza. Il rimborso viene effettuato in Euro ("**Valuta di Emissione**").

Il fatto che il Portatore dei Titoli riceva un Importo Bonus o un Importo di Rimborso, dipende dal prezzo del Sottostante **alla Data di Valutazione**. Si verifica un Evento Barriera se il prezzo del Sottostante alla Data di Valutazione è inferiore alla Barriera. Il Portatore dei Titoli riceve almeno l'Importo Bonus se non si è verificato alcun Evento Barriera.

1. Non si è verificato un Evento Barriera. Il Portatore dei Titoli riceverà l'Importo Bonus che in questo caso coincide con l'Importo Massimo.

2. Si è verificato un Evento Barriera. Il Portatore dei Titoli riceverà un Importo di Rimborso calcolato nel seguente modo:
   L'Importo di Calcolo sarà moltiplicato per il Prezzo di Riferimento del Sottostante alla Data di Valutazione diviso per lo Strike.
   L'Importo di Rimborso non supererà mai l'Importo Massimo.

I Titoli hanno una durata fissa e scadono alla Data di Scadenza. La tabella allegata alla presente nota di sintesi contiene la Data di Scadenza per ciascuna serie di Titoli.

L'Emittente ha il diritto di rettificare i termini e le condizioni (in particolare di sostituire il Sottostante) o di estinguere i Titoli al verificarsi di determinati eventi straordinari (ad esempio la cessazione del Sottostante).

**Trasferibilità e Negoziabilità dei Titoli**

I Titoli sono liberamente trasferibili e in genere possono essere negoziati liberamente. La libera negoziazione è soggetta alle restrizioni di vendita, alle leggi applicabili e alle norme e regolamenti dei Sistemi di Compensazione.

**Dimensione dell'Emissione**

La dimensione dell'emissione è indicata nella tabella allegata alla presente nota di sintesi.

**Status dei Titoli**

I Titoli costituiscono passività dirette, non garantite e non subordinate dell'Emittente. In caso di insolvenza o di scioglimento dell'Emittente, i Titoli avranno rango pari a tutte le passività correnti e successive non garantite e non subordinate dell'Emittente, con l'eccezione di quelle passività che sono soggette a priorità o subordinazione contrattuale o legale.

### Dove saranno negoziati i Titoli?

Sarà presentata domanda di ammissione dei Titoli alla negoziazione sul Borsa Italiana (MTF SeDeX).

### Ai Titoli è connessa una garanzia?

**Natura e portata della garanzia**

Gli obblighi di pagamento e, se del caso, di consegna dell'Emittente stabiliti ai sensi dei Termini e Condizioni sono garantiti da una Garanzia incondizionata e irrevocabile di Société Générale, Parigi, Repubblica Francese, (il "**Garante**").

L'Emittente effettua inoltre operazioni di copertura relative ai Titoli con il Garante. La relativa operazione di copertura è destinata a coprire l'importo degli eventuali pagamenti dovuti ai sensi dei Titoli. Gli obblighi di pagamento dell'Emittente derivanti dai Titoli sono limitati alle risorse finanziarie messe a disposizione dal Garante nell'ambito delle operazioni di copertura (Ricorso Limitato). I diritti dei Portatori dei Titoli ai sensi della Garanzia non sono tuttavia condizionati dal ricorso limitato e gli obblighi del Garante ai sensi della Garanzia non sono limitati; di conseguenza, tutti i Portatori dei Titoli continuano ad avere il diritto di avviare procedimenti giudiziari o di altro tipo contro il Garante o di esercitare altri diritti nei

confronti del Garante al fine di far valere gli obblighi dovuti ai sensi della Garanzia, in particolare anche per quanto riguarda i pagamenti rimasti insoluti.

**Garante**

La denominazione legale e commerciale della società è Société Générale. Société Générale è stata costituita il 4 maggio 1864 nella Repubblica Francese, è una società per azioni (*société anonyme*) costituita ai sensi del diritto francese, con un capitale sociale di 1.010.261.206,25 euro e con lo status di banca. La sede legale di Société Générale è al numero 29 di boulevard Haussmann, 75009 Parigi, Repubblica Francese, e la sede amministrativa è al numero 7 di cours Valmy, 92972 Paris-La Défense, Repubblica Francese, (Numero di telefono: +33 (0)1 42 14 20 00). Il suo LEI è O2RNE8IBXP4R0TD8PU41.

Il gruppo Société Générale ("**Gruppo SG**") offre un'ampia gamma di servizi di consulenza e soluzioni finanziarie su misura per transazioni sicure, proteggere e gestire beni e risparmi e aiutare i propri clienti a finanziare i loro progetti. Il Gruppo SG si basa su tre attività chiave complementari:

- Retail Banking Francese;
- Retail Banking Internazionale, Assicurazione e Servizi Finanziari a clientela Corporate e
- Global Banking e Soluzioni per gli Investitori.

Société Générale è la capogruppo del Gruppo SG.

**Informazioni finanziarie chiave**

1. Conto economico

| *(in milioni di euro)* | **31.12.2022** *(certificato)* | **31.12.2021** *(certificato)* | **Semestrale 2023** *(non certificato)* | **Semestrale 2022** *(non certificato)* |
|---|---|---|---|---|
| Margine interesse (o equivalente) (*Total Interest Income and Expense*)* | 12.841 | 10.718 | 5.689 | 6.259 |
| Ricavi netti da commissioni e compensi (*Total Fee income and expense*) | 5.217 | 5.320 | 2.648 | 2.597 |
| Perdita netta di valore sulle attività finanziarie *(Cost of risk)* | (1.647) | (700) | (346) | (778) |
| Risultato netto dell'attività di negoziazione (*Net gains and losses on financial transactions*) | 866 | 5.723 | 5.831 | (2.024) |
| Misura della performance finanziaria utilizzata dall'emittente nel bilancio, ad esempio utile d'esercizio *(Gross Operating income)* | 9.161 | 8.208 | 3.460 | 4.488 |
| Utile o perdita netti (per il bilancio consolidato l'utile o perdita netti attribuibili ai possessori di capitale proprio della capogruppo) *(Net Income, Group share)* | 1.825 | 5.641 | 1.768 | (690) |

2. Stato patrimoniale

| *(in miliardi di euro)* | **31.12.2022** *(certificato)* | **31.12.2021** *(certificato)* | **Semestrale 2023** (non certificato) | **Semestrale 2022** (non certificato) | **Valore come risultato del più recente Processo di Valutazione della Revisione di Vigilanza (SREP)** |
|---|---|---|---|---|---|
| Vigilanza (SREP) Attività totali (Attività totali (*Total Assets*) | 1.484,90 | 1.464,5 | 1.578,43 | 1.538,6 | N/A |
| Debito privilegiato (*Debt securities issued*) | 133,18 | 135,3 | 151,32 | 133,7 | N/A |
| Debito subordinato (*Subordinated debts*) | 15,95 | 16,0 | 15,16 | 17,1 | N/A |
| Finanziamenti e crediti verso la clientela (*Customer loans at amortised cost*) | 506,64 | 497,2 | 490,42 | 503,7 | N/A |
| Depositi dei clienti (*Customer deposits*) | 530,76 | 509,1 | 546,66 | 519,4 | N/A |
| Capitale totale (*Shareholder's equity, subtotal Equity, Group share*) | 66,97 | 65,1 | 68,01 | 64,6 | N/A |

| | | | | | |
|---|---|---|---|---|---|
| Crediti deteriorati (sulla base del valore contabile netto) / Finanziamenti e crediti *(Doubtful Loans)* | 15,9 | 16,5 | 16,4 | 16,9 | N/A |
| Coefficiente di capitale di base di classe 1 (CET1) o altro coefficiente di adeguatezza patrimoniale prudenziale pertinente a seconda dell'emissione (*Common Equity Tier 1 ratio*) | 13,5% *** | 13,71% *** | 13,1% *** | 12,9% *** | 9,73% ** |
| Coefficiente di capitale totale *(Total capital ratio)* | 19,4% *** | 18,8% *** | 18,7% *** | 18,5% *** | N/A |
| Coefficiente di leva finanziaria calcolato secondo il quadro normativo applicabile *(Fully loaded CRR leverage ratio)* | 4,4% *** | 4,9% *** | 4,2% *** | 4,1% *** | N/A |

* I titoli in corsivo si riferiscono al termine utilizzato nel bilancio.

** Tenendo conto dei buffer regolamentari combinati, il livello del coefficiente phased-in CET1 che farebbe scattare il meccanismo dell'Importo Distribuibile Massimo sarebbe del 9,73% al 30 giugno 2023.

*** Phased-in ratio.

La relazione di verifica non contiene rilievi.

**Quali sono i fattori di rischio più significativi specifici del Garante?**

La capacità del Garante di adempiere ai propri obblighi ai sensi della garanzia dipende essenzialmente dai risultati commerciali e dalla situazione finanziaria del Gruppo SG.

1. Rischi connessi all'economia globale e ai mercati finanziari

   In quanto istituto finanziario globale, le attività del Gruppo SG sono sensibili ai cambiamenti dei mercati finanziari e delle condizioni economiche in generale in Europa, negli Stati Uniti e in altre parti del mondo. Il Gruppo SG potrebbe dover affrontare un significativo deterioramento delle condizioni di mercato ed economiche derivanti da, in particolare, crisi economiche e politiche o di altri eventi sfavorevoli. Tali eventi, che possono svilupparsi rapidamente e quindi potenzialmente non essere stati previsti e coperti, potrebbero influenzare il contesto operativo del Gruppo SG per periodi brevi o prolungati.

2. Rischi di liquidità

   Il Gruppo SG dipende dall'accesso al finanziamento e ad altre fonti di liquidità. L'accesso al finanziamento e vincoli di liquidità potrebbero avere un effetto negativo rilevante sull'attività, sulla posizione finanziaria, sui risultati operativi e sulla capacità del Gruppo SG di adempiere ai propri obblighi nei confronti delle proprie controparti.

**Quali sono i principali rischi specifici dei Titoli?**

1. Significativa perdita di valore

   Nel caso di Titoli Bonus, il rischio del Portatore dei Titoli è che alla Data di Liquidazione non riceva l'Importo Bonus ma riceva un Importo di Rimborso, che dipende dal prezzo del Sottostante alla Data di Valutazione, che è inferiore al prezzo al quale il Portatore dei Titoli ha acquistato i Titoli Bonus. Quanto più basso è il prezzo del Sottostante alla Data di Valutazione, tanto maggiore è la perdita. Caso Peggiore: se il sottostante non ha alcun valore alla Data di Valutazione, allora l'Importo di Rimborso è pari a 0 (zero) (**perdita totale**).

2. Evento Barriera

   Il Portatore dei Titoli perderà il diritto di ricevere l'Importo Bonus predeterminato se il Prezzo di Riferimento del Sottostante alla Data di Valutazione è inferiore alla Barriera. In questo caso l'ammontare dell'Importo di Rimborso dipende dal Prezzo di Riferimento del Sottostante alla Data di Valutazione. Quanto **più basso** è il Prezzo di Riferimento, tanto **maggiore** è la **perdita**.

3. Aumento di valore limitato

   L'Importo di Rimborso dei Titoli Bonus è limitato (capped). Quanto più il prezzo del Sottostante è superiore al Cap, tanto più alta è la limitazione rispetto a un investimento diretto nel Sottostante.

4. Rischio di fluttuazioni del valore del Sottostante

   I Portatori dei Titoli sono interessati dalle fluttuazioni del valore del Sottostante. Queste possono avere un impatto negativo sul valore dei Titoli.

Se gli investitori acquistano un Titolo con un Sottostante, sopportano anche i rischi associati al Sottostante in qualità di Portatori dei Titoli. In particolare, sopportano il rischio di fluttuazioni del valore del Sottostante. Le fluttuazioni del valore del Sottostante dipendono da diversi fattori: eventi societari o eventi economici relativi all'attività del Sottostante, fattori economici generali e attività speculative. Non è quindi possibile fare dichiarazioni attendibili sull'andamento futuro del Sottostante, in relazione ai Titoli. In particolare, la performance di un Sottostante nel passato non rappresenta una garanzia della sua performance futura. La selezione di un Sottostante non si basa sulle aspettative o sulle stime dell'Emittente rispetto alla performance futura del Sottostante selezionato. I Portatori dei Titoli non sono pertanto in grado di prevedere in anticipo, in relazione ai Titoli, il rimborso che ci si possa aspettare in futuro. Se il valore del Sottostante è diminuito, i Portatori dei Titoli possono subire perdite sostanziali (fino a una **perdita totale**) sul rimborso dei Titoli.

5. Rischi relativi al Sottostante

Il Portatore dei Titoli si assume rischi simili a quelli di un investimento diretto in tale Azione. Questi includono i rischi derivanti dalle fluttuazioni del prezzo delle azioni della società. Ciò include il rischio che la società diventi insolvente e che venga avviata una procedura di insolvenza o una procedura simile, nel secondo la normativa applicabile alla società, in relazione ai beni della società. Il rischio esiste per i Portatori dei Titoli in tutti i casi in cui l'Azione rilevante può diventare priva di valore come Sottostante del loro Titolo, concretizzando così i rischi derivanti dalla natura del titolo. I Portatori dei Titoli subiranno quindi una **perdita totale**.

## Sezione D - Informazioni fondamentali sull'offerta pubblica di titoli e/o l'ammissione alla negoziazione in un mercato regolamentato

### A quali condizioni posso investire in questo Titolo e qual è il calendario previsto?

L'Offerente offre a partire da 11 ottobre 2024 serie di Titoli con dimensione di emissione e prezzo di emissione iniziale per Titolo secondo quanto indicato nella tabella allegata alla presente nota di sintesi.

I Titoli sono destinati a clienti al dettaglio in Italia.

I prezzi di vendita conterranno tutti i costi dell'Emittente relativi all'emissione e all'offerta dei Titoli (ad es. costi di strutturazione e copertura, nonché il margine di profitto dell'Emittente). I costi di ingresso specifici del prodotto inclusi nel Prezzo di Emissione Iniziale di ciascuna serie di Titoli sono indicati nella tabella allegata alla presente sintesi.

Informazioni di dettaglio sull'ammissione alla negoziazione si trovano nella precedente sezione C (*Dove saranno negoziati i Titoli?*).

### Chi è l'offerente?

L'offerente è Société Générale, Parigi. Informazioni di dettaglio sull'Offerente si trovano nella precedente sezione A (*Introduzione con Avvertenze*).

### Perché è redatto il presente prospetto?

I Titoli sono offerti e i proventi saranno utilizzati esclusivamente al fine di generare profitti nel contesto delle attività generali dell'Emittente.

L'offerta è soggetta ad un contratto di sottoscrizione generale con l'Offerente.

In relazione all'esercizio di diritti e/o obblighi dell'Emittente e delle sue società collegate in conformità al regolamento dei Titoli (ad es. in relazione alla determinazione o all'adeguamento dei parametri del regolamento) che influiscono sugli importi da pagare, possono sorgere conflitti di interesse:

- Esecuzione di operazioni sul Sottostante da parte dell'Emittente e delle sue società collegate;
- Emissione di ulteriori strumenti derivati con riferimento al Sottostante;
- Rapporti d'affari dell'Emittente e delle sue società collegate con l'emittente del Sottostante;
- Possesso di informazioni (incluse informazioni non pubbliche) provenienti dall'Emittente e dalle sue società affiliate sul Sottostante); e/o
- Il fatto che Société Générale agisca in qualità di Market Maker.

### Allegato alla Nota di Sintesi

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|---|---|
| ISIN: | DE000SJ0V9L0 |
| Codice di negoziazione: | S39178 |
| Dimensione dell'Emissione: | 50.000 |

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|---|---|
| Prezzo di Emissione Iniziale: | EUR 78,05 |
| Costi di ingresso specifici per il prodotto inclusi nel Prezzo di Emissione Iniziale: | EUR 0,295029 |