



**SUPPLEMENT DATED 24 JUNE 2014
TO THE BASE PROSPECTUS DATED 29 APRIL 2014**

SOCIÉTÉ GÉNÉRALE

as Issuer and Guarantor
(incorporated in France)

and

SG ISSUER
as Issuer
(incorporated in Luxembourg)

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

SG OPTION EUROPE
as Issuer
(incorporated in France)

Debt Instruments Issuance Programme

This supplement (hereinafter the **Supplement**) constitutes a supplement for the purposes of Article 13.1 of the Luxembourg act dated 10 July 2005 on prospectuses for securities (hereinafter the **Prospectus Act 2005**) to the Debt Instruments Issuance Programme Prospectus dated 29 April 2014 (hereinafter the **Base Prospectus**) and approved by (a) the *Commission de Surveillance du Secteur Financier* (hereinafter the **CSSF**) on 29 April 2014 in accordance with Article 7 of the Prospectus Act 2005 implementing Article 13 of the Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading and amending Directive 2001/34/EC (the **Prospectus Directive**) as amended (which includes the amendments made by Directive 2010/73/EU (the **2010 PD Amending Directive**)) and (b) by the SIX Swiss Exchange Ltd (**SIX Swiss Exchange**) pursuant to its listing rules.

The purpose of this Supplement is:

- to add a risk factor and,
- to correct error and omissions

This Supplement completes, modifies and must be read in conjunction with the Base Prospectus and the supplement dated 4 June 2014.

Full information on the Issuers and the offer of any Notes is only available on the basis of the combination of the Base Prospectus, the supplement dated 4 June 2014 and this Supplement.

Unless otherwise defined in this Supplement, terms used herein shall be deemed to be defined as such for the purposes of the relevant Terms and Conditions of the Notes set forth in the Base Prospectus.

To the extent that there is any inconsistency between (i) any statement in this Supplement and (ii) any other statement in the Base Prospectus, the statements in (i) above will prevail.

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

In accordance with Article 13.2 of the Prospectus Act 2005, investors who have already agreed to purchase or subscribe for the securities before this Supplement is published have the right, exercisable within a time-limit of two business days after the publication of this Supplement (no later than 26 June 2014) to withdraw their acceptances.

AMENDMENTS TO THE BASE PROSPECTUS

1/ Summary

i) In element D.3 “Key information on the key risks that are specific to the securities” on page 26, before the first paragraph, a new paragraph is inserted as follows:

There is no risk of capital loss upon payment of the Final Redemption Amount. However, the expenses for such protection may have impaired other conditions of the Product and may have caused a lower interest rate (different caps and floors) as would have been granted otherwise.

ii) In element D.6 “Key information on the risks that are specific to the securities and risk warning to the effect that investors may lose the value of their entire investment or part of it”, after the ninth paragraph, a new paragraph is inserted as follows:

[There is no risk of capital loss upon payment of the Final Redemption Amount. However, the expenses for such protection may have impaired other conditions of the Product and may have caused a lower interest rate (different caps and floors) as would have been granted otherwise.]

2/ In the section entitled “RISKS RELATED TO THE STRUCTURE OF A PARTICULAR ISSUE OF NOTES” on page 38, after paragraph 3.18 “Risks linked to the non application of certain tax clauses”, a paragraph 3.19 is inserted as follows:

3.19 Risks linked to the protection of the capital

There is no risk of capital loss upon payment of the Final Redemption Amount. However, the expenses for such protection may have impaired other conditions of the Product and may have caused a lower interest rate (different caps and floors) as would have been granted otherwise.

3/ In the section entitled “DEFINITIONS” of the “Additional Terms and Conditions for Credit Linked Notes” on page 738, the definition “Subordinated Transaction” is deleted and replaced as follows:

Subordinated Transaction means, in respect of a Reference Entity, that the Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation.

Subordination means, with respect to an obligation (the **Second Obligation**) and another obligation of the Reference Entity to which such obligation is being compared (the **First Obligation**), a contractual, trust or similar arrangement providing that (i) upon the liquidation, dissolution, reorganisation or winding-up of the Reference Entity, claims of the holders of the First Obligation are required to be satisfied prior to the claims of the holders of the Second Obligation or (ii) the holders of the Second Obligation will not be entitled to receive or retain payments in respect of their claims against the Reference Entity at any time that the Reference Entity is in payment arrears or is otherwise in default under the First Obligation. **Subordinated** will be construed accordingly. For purposes of determining whether Subordination exists or whether an obligation is Subordinated with respect to another obligation to which it is being compared, (x) the existence of preferred creditors arising by operation of law or of collateral, credit support or other credit enhancement or security arrangements shall not be taken into account, except that, notwithstanding the foregoing, priorities arising by operation of law shall be taken into account where the Reference Entity is a Sovereign and (y) in the case of the Reference Obligation or the Prior Reference Obligation, as applicable, the ranking in priority of payment shall be determined as of the date as of which it was issued or incurred (or in circumstances where the Reference Obligation or a Prior Reference Obligation is the Standard

Reference Obligation and “*Standard Reference Obligation*” is applicable, then the priority of payment of the Reference Obligation or the Prior Reference Obligation, as applicable, shall be determined as of the date of selection) and, in each case, shall not reflect any change to such ranking in priority of payment after such date.

4/ In section 9 “DISTRIBUTION” of Form of Final Terms in point (iii) “TEFRA rules” after [Not Applicable] [TEFRA D] [TEFRA C] on page 176, the following option is inserted:

[Not Applicable. Treated by Clearstream Frankfurt as registered notes for U.S. federal income tax purposes. The Notes are subject to a book entry agreement entered into by Clearstream Frankfurt and the Issuer.]

5/ Paragraph 5.12 “Physical Delivery Notes” and paragraph 5.12.1 “Physical Delivery Amount” of “Terms and Conditions of the English Law Notes and the Uncertificated Notes” on page 232 and of “Terms and Conditions of the French Law Notes” on page 282, is deleted and replaced as follows:

5.12 Physical Delivery Notes

Deliverable Asset(s) means the deliverable asset(s) which may be either (i) the Underlying(s) of the Notes specified under the clause “Underlying(s)” in the applicable Final Terms or (ii) if different from the Underlying(s) of the Notes, the share(s) and/or the American depository receipt(s) **and/or the global depository receipt**, and/or the exchange traded fund(s) **and/or the fund and/or the exchange-traded product, and/or the preference share, and/or the warrant** specified under the paragraph “Deliverable Asset(s)” in the applicable Final Terms or (iii) in the case of Credit Linked Notes, the Specified Deliverable Obligation(s) subject to the provisions of the Additional Terms and Conditions for Credit Linked Notes.

5.12.1 Physical Delivery Amount

The Physical Delivery Amount will be determined, if the applicable Final Terms specify that “Deliverable Asset(s)” is specified stated as being:

- (i) the Underlying(s) specified in the clause “Underlying(s)” in the applicable Final Terms which may be a Share and/or an ADR and/or GDR and/or an ETF **and/or a Fund and/or an ETP, and/or a Preference Share, and/or a Warrant** ; or
- (ii) a share and/or an American depository receipt **and/or** a global depository receipt **and/or** an exchange traded fund **and/or a fund and/or an exchange-traded product, and/or a preference share, and/or a warrant** different from the Underlying(s) specified in the clause “Underlying(s)” in the applicable Final Terms; or
- (iii) “Specified Deliverable Obligation(s)”, in respect of Credit Linked Notes,

and calculated in the manner described in the applicable Final Terms under the clause “Final Redemption Amount” and if applicable, the clause “Automatic Early Redemption Amount(s)”.

6/ Paragraph 15.3.1 “Provisions applicable to Deliverable Asset(s)” of “Terms and Conditions of the English Law Notes and the Uncertificated Notes” on page 243 and of “Terms and Conditions of the French Law Notes” on page 292, is deleted and replaced as follows:

15.3.1 Provisions applicable to Deliverable Asset(s)

- (i) When “*Deliverable Asset(s)*” is specified in the applicable Final Terms as being the Underlying(s) which may be a Share and/or ADR and/or GDR and/or an ETF **and/or a Fund and/or an ETP, and/or a Preference Share, and/or a Warrant**, the provisions of the Additional Terms and Conditions for

Share Linked Notes and/or the Additional Terms and Conditions for ADR/GDR Linked Notes and/or the Additional Terms and Conditions for ETF Linked Notes and/or the Additional Terms and Conditions for Fund Linked Notes and/or the Additional Terms and Conditions for ETP Linked Notes and/or the Additional Terms and Conditions for Preference Share Linked Notes and/or the Additional Terms and Conditions for Warrant Linked Notes shall apply;

- (ii) When “*Deliverable Asset(s)*” is different from the Underlying(s) specified in the applicable Final Terms and may be a share and/or an American depository receipt and/or global depository receipt and/or an exchange traded fund and/or a fund and/or an exchange-traded product, and/or a preference share, and/or a warrant, the provisions of the Additional Terms and Conditions for Share Linked Notes and/or the Additional Terms and Conditions for ADR/GDR Linked Notes and/or the Additional Terms and Conditions for ETF Linked Notes and/or the Additional Terms and Conditions for Fund Linked Notes and/or the Additional Terms and Conditions for ETP Linked Notes and/or the Additional Terms and Conditions for Preference Share Linked Notes and/or the Additional Terms and Conditions for Warrant Linked Notes shall apply;
- (iii) When “*Deliverable Asset(s)*” is, in respect of Credit Linked Notes, specified in the applicable Final Terms as being “Specified Deliverable Obligation(s)”, the provisions of the Additional Terms and Conditions for Credit Linked Notes shall apply.

DOCUMENTS AVAILABLE

Copies of this Supplement and the documents incorporated by reference can be obtained, without charge, from the head office of each Issuer and the specified office of each of the Paying Agents, in each case, at the address given at the end of the Base Prospectus.

This Supplement will be published on the website of:

- the Luxembourg Stock Exchange (www.bourse.lu) and
- the Issuers (<http://prospectus.socgen.com>) via one of the following paths:

SOCIÉTÉ GÉNÉRALE -> Debt Issuance Program -> 2014 -> Supplement 2014;
SG ISSUER -> 2014 -> Supplement 2014;
SGA -> 2014 -> Supplement 2014;
SG OPTION EUROPE -> 2014 -> Supplement 2014.

RESPONSIBILITY

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

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