

European Kick-Out Bond 2



6 Year Investment Term

Closing Date: 23rd May 2014

European Kick-Out Bond 2

Contents

	Page
Overview And Key Features	1
Societe Generale And Wealth Options Limited	3
Investment Return	3
How Does The Bond Work	4
Eurostoxx 50 Index	5
What Are You Investing In?	6
Risks of the Investment explained	7
Access To The Bond	8
Who is involved in this transaction?	8
Charges	8
What about Tax?.....	9
Who is the bond suitable for?	9
Questions & Answers	10
Terms and Conditions	12



This brochure has been drafted by Wealth Options Limited, who are solely responsible for its contents. Societe Generale, in their capacity as Issuer of the Bond and Guarantor, accept no responsibility for the accuracy or the information set out in this brochure nor have they verified the accuracy of such information other than the information directly relating to them. Wealth Options Limited has not provided any financial, legal, regulatory, accounting or investment advice and recommends investors seek independent financial and tax advice prior to making any financial investment decision. The Bond is for distribution by way of a public offering in the Republic of Ireland.

European Kick-Out Bond 2

The aim of the European Kick-Out Bond 2 (the “Bond”) is to increase the value of your investment after 6 years, or earlier if the Bond kicks-out.

The Bond is designed to repay your initial capital (“Initial Capital”) and deliver a return if the EURO STOXX 50® increases over the Term. There is also potential for the Bond to ‘Kick-Out’ depending on the performance of the EURO STOXX 50®. This means the Bond matures early, returning your initial capital plus a return of 5.25% simple interest per annum or 100% of the participation of the EURO STOXX 50® after year 2 depending on which is higher.

The Bond is a maximum 6 year term investment (the “Term”). The Bond is a Euro Medium Term Note (“Bond” or “Note”) issued by a 100% owned subsidiary of Societe Generale (“SG Issuer”) and with Societe Generale acting as guarantor (“Guarantor”). The return on your investment is linked to the EURO STOXX 50® Index (the “Index”). Your capital is fully at risk if the EURO STOXX 50® falls by more than 40% at maturity and if Societe Generale defaults or become insolvent during the Investment Term. Your capital is at risk at maturity date but also during the product lifetime if you terminate early.

Warning: If you invest in this product you could lose some or all of the money you invest.

Key Features

- 🔄 Potential for early maturity at the end of each year with a fixed payment equal to 5.25% per annum (simple interest) or higher depending on the performance of the EURO STOXX 50® since inception. See page 4 for further details on investment return
- 🔄 100% Capital protection provided that the EURO STOXX 50® does not fall by more than 40% from the starting level to the final level at maturity. Risk of capital loss: this product includes a risk of capital loss. The redemption value of this product may be less than the amount initially invested
- 🔄 If the EURO STOXX 50® falls by more than 40% at maturity, you will lose some or all of your initial capital
- 🔄 This is a maximum 6 year term investment
- 🔄 The Note is issued by SG Issuer, a 100% owned subsidiary of Societe Generale. (“SG”)
- 🔄 The Note provides exposure to the EURO STOXX 50® as the underlying index
- 🔄 The Note is listed on the Luxembourg Stock Exchange
- 🔄 Minimum investment of EUR 20,000
- 🔄 No annual management fees

Key Dates

Closing Date:	23/05/2014
Strike Date:	29/05/2014
Issue Date:	05/06/2014
Annual Observation dates:	29/05/2015 31/05/2016 30/05/2017 29/05/2018 29/05/2019 29/05/2020
Maturity Date:	05/06/2020

Societe Generale and Wealth Options Limited

Societe Generale is a French credit institution (bank) authorised and supervised by the Autorité de Contrôle Prudentiel et de Résolution (the French Prudential Control and Resolution Authority) and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority in the UK.

SG is one of the largest European financial services groups with more than 154,000 employees based in 76 countries.

SG will act as Guarantor as well as Issuer (through its subsidiary SG Issuer) of the Note.

Wealth Options Limited is regulated by the Central Bank of Ireland.

Wealth Options Ltd is a unique company in the Irish Financial Services Sector and was established in December 2003.

Wealth Options Ltd has designed and will act as distributor of the Bond.

Investment Return

The Bond is designed to repay your initial capital and deliver a return if the EURO STOXX 50® increases over the Term. There is also potential for the Bond to 'Kick-Out' depending on the performance of the EURO STOXX 50® i.e. if the Bond matures early, 100% of your initial capital plus a return will be paid out to you. The risk to your investment will be dependent on the solvency of SG as well as the performance of the EURO STOXX 50®.

If at the end of years 1, 2, 3, 4 or 5 the EURO STOXX 50® is equal to or above its starting level, the Bond will mature early (Kick-Out) with a fixed payment of 5.25% per annum not compounded on year 1. From years 2 onwards it is the higher of either the fixed return or 100% of any EURO STOXX 50® growth.

If the Bond does not mature early (Kick-Out) and runs for the full 6 years, provided the EURO STOXX 50® is equal to or above its starting level, the return is the higher of either the fixed return or 100% of any EURO STOXX 50® growth.

The Bond aims to return your initial capital at maturity. However, if the EURO STOXX 50® falls by more than 40% from the starting level to the maturity level, your initial capital will be reduced by 1% for every 1% fall in the EURO STOXX 50® at the end of the Term.

How does the bond work?

End of Year 1 – Is the EURO STOXX 50® equal to or above its starting level?

YES

Bond Matures
Return of initial capital plus 5.25% gross

NO

End of Year 2 – Is the EURO STOXX 50® equal to or above its starting level?

YES

Bond Matures
Return of initial capital plus the **higher** of either 10.50% gross or actual performance of the EURO STOXX 50® gross

NO

End of Year 3 – Is the EURO STOXX 50® equal to or above its starting level?

YES

Bond Matures
Return of initial capital plus the **higher** of either 15.75% gross or actual performance of the EURO STOXX 50® gross

NO

End of Year 4 – Is the EURO STOXX 50® equal to or above its starting level?

YES

Bond Matures
Return of initial capital plus the **higher** of either 21% gross or actual performance of the EURO STOXX 50® gross

NO

End of Year 5 – Is the EURO STOXX 50® equal to or above its starting level?

YES

Bond Matures
Return of initial capital plus the **higher** of either 26.25% gross or actual performance of the EURO STOXX 50® gross

NO

End of Year 6 – Is the EURO STOXX 50® equal to or above its starting level?

YES

Bond Matures
Return of initial capital plus the **higher** of either 31.50% gross or actual performance of the EURO STOXX 50® gross

NO

Is the EURO STOXX 50® higher than 60% of starting level?

YES

Bond Matures with return of initial capital invested

NO

Bond matures with capital loss of minus 1% for every 1% fall in the EURO STOXX 50® below 60%.

Example of what you might get back at the maturity term of the Bond

The table below shows examples of maturity proceeds based upon an initial investment of €100,000, if the Bond runs the full 6 years (i.e. until maturity term). The exact return you receive will be dependent on the amount you invest and EURO STOXX 50® performance.

EURO STOXX 50® performance at maturity (compared to starting level)	Percentage return at Maturity Gross	Gross return at Maturity
45% higher	45%	145,000
10% higher	31.50%	131,500
1% higher	31.50%	131,500
1% lower	0%	100,000
30% lower	0%	100,000
45% lower	-45%	55,000
100% lower	-100%	0

Warning: These figures are estimates only. They are not a reliable guide to the future performance of this investment.

Warning: Past performance is not a reliable guide to future performance. The value of your investment may go down as well as up.

Warning: In the event of insolvency of Societe Generale you could lose some or all of the money you invested.

Warning: In the event that the EURO STOXX 50® falls by more than 40% at the Maturity Date you could lose some or all of the money you invested. There is no capital protection at maturity. Please note, early withdrawal from the Note prior to maturity may also result in a loss of your Initial Capital.

EuroStoxx 50 Index



The EURO STOXX 50® Index is defined as Europe's leading Blue-chip index for the Eurozone, provides a Blue-chip representation of supersector leaders in the Eurozone. The index covers 50 stocks from 12 Eurozone countries: Austria, Belgium, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, the Netherlands, Portugal and Spain. The Eurostoxx 50 Index is licensed to financial institutions to serve as underlying for a wide range of investment products such as Exchange Traded Funds (ETF), Futures and Options, and structured products worldwide.

Source: http://www.stoxx.com/indices/index_information.html?symbol=sx5E

Warning regarding the Index

The index referred to herein (the "Index") is not sponsored, approved, or sold by Société Générale. Société Générale shall not assume any responsibility in this respect.

What are you investing in?

The Bond is designed and distributed by Wealth Options Ltd and aims to provide a gross return of 5.25% for each year of the investment depending on the performance of the EURO STOXX 50®. Your money will be used to buy a Euro Medium Term Note issued by SG Issuer. Euro Medium Term Notes are a type of debt issued by a bank and are ranked pari-passu with deposits and other senior unsecured creditors. In effect, you are lending money to SG for the duration of the Bond. The due and punctual payments by SG Issuer of all sums owed to investors in respect of the Bond are guaranteed by SG, and as a result investors have a credit risk on SG as the issuer and as the Guarantor. The Bond is not a bank deposit and is not insured by any governmental agency or other financial compensation scheme.

Societe Generale Credit Risk

The Bond is issued as a Euro Medium Term Note by SG Issuer. The notes are debt obligations of SG and all payments with respect to the Bond, including repayment of your initial capital and any return, are subject to the credit risk of SG. The Notes are not bank deposits and are not insured by any governmental agency or other financial compensation scheme. Therefore, if SG were to default on their debt or become insolvent, you could sustain a loss on some or all of your initial capital.

One of the factors to take into account when selecting a counterparty is its long term credit ratings. These are the opinions of a range of credit rating agencies regarding the long term security of the counterparty. A high rating from one or more of the credit rating agencies is not, however, a guarantee that the Issuer will meet their obligation to pay the amount due under the Securities.

Fitch, Moody's and Standard & Poor's are independent ratings agencies that research and grade the ability of financial and other institutions to make the payments due from the Securities issued and/or guaranteed by them. By way of example, Moody's and Standard & Poor's highest possible rating is AAA, followed by AA and A. These three ratings along with their BBB rating are generally regarded as investment grade (i.e. of higher quality).

All of these ratings, except the AAA rating, can also be modified by a plus or a minus to give a counterparty's relative status within the grade; for example, A+, A, A- for the A rating. Ratings from BB downwards are provided in respect of other securities.

The below table shows Standard & Poor's, Moody's and Fitch's Long Term credit rating of SG (as of 22nd April 2014).

Financial Institution	S&P	Moody's	Fitch
Societe Generale	A	A2	A

For more information on credit ratings or other methods of assessing the financial strength of an institution, please consult your financial advisor.

Ratings accurate as of 22nd April 2014. Historical credit ratings refer/relate to past periods and are not a reliable indicator of future ratings.

Risks of the Investment explained

Risk of capital loss

Your initial capital is at risk if the EURO STOXX 50® falls by more than 40% from the starting level to the maturity level, your initial capital will be reduced by 1% for every 1% fall in the EURO STOXX 50® at the end of the Bond. If this is the case you will lose some or all of your initial capital.

Risk of early redemption

If you redeem your investment before the end of the term, you may get back less than the amount you originally invested.

Credit risk

By acquiring the product, the investor takes a credit risk on SG, as the issuer and the guarantor i.e. the issuer's and the guarantor's insolvency ((i.e. defaults on its debt, goes bankrupt or similar) may result in the partial or total loss of the invested amount. Also, any payment you receive may be paid at a time which is different to the Maturity Date and may be paid at a time which is significantly later.

Inflation risk

Inflation may occur over the duration of your Investment and if the returns, if any, on your Investment are lower than the rate of inflation this will reduce what you could buy in the future.

Market risk

The product may at any time be subject to significant price movement, which may in certain cases lead to the loss of the entire amount invested.

Liquidity risk

Certain exceptional market circumstances may have a negative effect on the liquidity of the product, and even render the product entirely illiquid, which may make it impossible to sell the product and result in the partial or total loss of the invested amount.

🔄 The past performance of the EURO STOXX 50® is not necessarily an indication of its future performance.

🔄 The tax treatment of the Bond could change at any time and any tax benefits to you may depend on your individual circumstances. There is always a risk that changes to taxation which could affect the tax treatment of the Bond could be applied retrospectively.

🔄 A Bond such as this does not guarantee immediate access to cash without penalty in the event that you require this during the Term. The Bond is not appropriate if you need income from your investment during the Term.

Investors should not read this document alone but should also read the associated prospectus before making any investment decision. The Issuer and Guarantor recommend that investors read carefully the 'risk factors' section of the notes prospectus. This is obtainable from Wealth Options Ltd. or from your Financial Advisor where the Terms & Conditions and a full list of Warnings are provided.

The prospectus is also available at: http://prospectus.socgen.com/fileadmin/user_upload/contrib PROSPECTUS/Program_documentation/09016afa 811e86c8.pdf

Access to the Bond



The Bond will be a tradable Note (subject to the warnings and conditions outlined below) listed on the Luxembourg Stock Exchange.

Societe Generale will, under normal market conditions, and subject to applicable law and regulations and Societe Generale internal policy, provide investors with a bid and offer price on a daily basis for the Bond (with a maximum bid/offer spread of 1%). Societe Generale may determine a bid and offer price in a different manner than other market participants and prices can vary. Sometimes this variance may be substantial.

Societe Generale may be the only market maker in the notes which may affect liquidity. Therefore, investors will, in normal market conditions be able to sell the Bond at any time during the term. The price at which the Bond can be sold will be the open market value determined by Societe Generale which will take fees and charges into account and can be lower than the initial capital amount.

Warning: During the Investment Term, the value of your investment can go down as well as up.

Who is involved in this transaction?



There are a number of parties involved in this financial transaction. Wealth Options Limited have made this product available via your Financial Broker. Wealth Options Limited is regulated by the Central Bank. Your Financial Broker who is authorised by the Central Bank will be providing investment advice for you and advising you on the suitability of this investment for your needs.

Redmayne Bentley, one of the UKs largest stockbrokers will act as execution agent and will be the custodian of the Notes. They will set up individual client accounts for each investor. Redmayne Bentley is a member of the London Stock Exchange and is regulated by the FCA and PRA in the UK. Redmayne Bentley are covered by the UK Financial Services Compensation Scheme which covers investors up to £50,000 per person.

If you are accessing this product through a life insurance pension contract your custodian will be the stockbroker appointed by your life company. You will be provided with details of this stockbroker by your life company in advance of taking out the policy. The Bond is issued as a Euro Medium Term Note by Societe Generale Issuer. The Notes are debt obligations of Societe Generale and all payments with respect to the Bond, including repayment of your Initial Capital and any return, are subject to the credit risk of Societe Generale. The Notes are not bank deposits and are not insured by any governmental agency or other financial compensation scheme. Therefore, if Societe Generale were to default on their debt or become insolvent, you could sustain a loss on some or all of your Initial Capital.

Charges



A fee of up to a maximum of 4.60% is built into the Bond terms and is used to cover the costs associated with the distribution, marketing, administration and literature production for this Bond. No charges are applied directly to the amount you invest or your potential maturity amount and there are no annual management charges. From this commission Redmayne Bentley will receive a fee of 0.40% for custody and execution services. Your Intermediary will be paid 3% for advising you on this investment.

Warning: Deductions for charges and expenses are not made uniformly throughout the life of the Bond, but are loaded disproportionately on to the early period. If you encash early from the Bond before the Maturity Date the front end loading of charges will have an impact on the amount of money you receive. You may not get back the full amount that you invested.

What about Tax?

The Investment is held in the form of a listed Note and all investment returns will be paid gross. Based on our understating of rates of tax, current legislation, regulations and practice, the returns are subject to Capital Gains Tax (CGT). These are likely to change in the future and may be applied retrospectively. This is a general guide only.

It is important that you consult your tax advisers concerning possible taxation and other consequences of making an investment in the Bond. Wealth Options Limited are not offering any tax advice on this product.

Any gains made from the investment by SSAPs SIPP, PRBs, ARFs Credit Unions and Charities will usually be free of tax. The taxation of any gains on investments in the Bond made by companies, partnerships or other businesses will depend on the tax position of the organisation.

Warning: This document is based on our understanding of current tax law and practice which is subject to change without notice in both Ireland and the UK.

Warning: The above information represents our understanding of the taxation treatment of the Bond but does not constitute tax advice. Investors should satisfy themselves independently of the taxation treatment of the Bond, in relation to Revenue reporting requirements and implications for nondisclosure in their own personal circumstances.

Who is the Bond suitable for?

This investment may be right for you if:

- ✓ You are prepared to risk losing some or all of your initial capital.
- ✓ You are looking for an investment linked to the performance of Eurostoxx 50.
- ✓ You do not need access to your money over the next 6 years.
- ✓ You have a minimum of €20,000 to invest.

This investment may not be right for you if:

- ✗ You want a regular income and dividends.
- ✗ You may need immediate access to your money before maturity
- ✗ You cannot commit to the full 6 year Term.
- ✗ You want a guaranteed return on your investment.
- ✗ You want to add to your investment on a regular basis.

The European Kick Out Bond 2 is available to Individuals, Companies, Charities, Credit Unions, Pension Investors and Approved Retirement Funds.

Questions and Answers



Should I talk to a financial advisor?

We believe that it is important that you make sure that the Bond is appropriate for you. We do recommend that you talk to a financial advisor before deciding whether to invest in this particular Bond and a specialist tax advisor if you require advice on tax.

What happens if a Bond is oversubscribed or the Bond does not proceed?

If your money cannot be invested into the Bond for either of these reasons, your initial investment amount will be returned to you.

What happens if I change my mind?

If you decide to cancel, provided we receive written notice prior to the Strike Date, we will return your initial investment without interest

Are partial withdrawals allowed?

No, partial withdrawals are not allowed.

What should I do if I have a complaint?

Any complaint about the sale of this Bond should be made to your authorised intermediary via whom you invested in the Bond. A complaint about any other aspect of this Bond should be made to the Wealth Options Limited Elm House Millennium Park Naas Co Kildare Any complaints or concerns relating to your investment will be investigated thoroughly and in accordance with the Wealth Options Complaints Policy. Details of the Complaints Policy are available on request from the Wealth Options. If you are dissatisfied with the outcome of Wealth Options efforts to resolve your complaint, it is possible that you may be able to refer your complaint to the:

Financial Service Ombudsman's Bureau,
3rd Floor, Lincoln House,
Lincoln Place, Dublin 2.
Lo call: 1890 88 20 90;
Telephone: (01) 6620899;
Fax: (01) 662 0890;
Email: enquires@financialombudsman.ie

What happens to my money?

You open a trading account with Redmayne Bentley one of the UKs largest stockbrokers who will purchase the Notes on behalf of the 'European Kick-Out Bond 2'.

What happens if I cash in my investment early?

The Bond is designed to be held for the full term. If you need to cash in your investment early, you may, however we cannot guarantee what its value will be at that point and it may be less than you originally invested. We will pay you the value of your investment in accordance with the prevailing market rate at that time, less any associated selling costs and transfer taxes, including stamp duty or stamp duty reserve tax to the extent applicable. We will charge an additional 0.5% administration charge of the full realised market value of your Bond (which may be more or less than the initial amount invested). We would need to receive an instruction from you in writing to process the early encashment of your investment. In the case of joint accounts, instructions from all parties will be required. If this Bond is held by a non standard Personal Retirement Savings Account (PRSA) it must be held to maturity, without exception even in the event of death of the PRSA Investor.

How will you keep me informed?

We will write to you to acknowledge the Bond that you have selected within five working days. With this letter we will send you a summary of your investment. We will send you a yearly statement showing the current position of your Bond. Three weeks before maturity we will write to you via your advisor to provide full details of the position so that your advisor can discuss this with you. We will also alert you to an impending maturity. If you do not have an adviser we will provide the information directly to you.

What happens if I die during the Bond Term?

For investors who are individuals, in the event of the death of a sole investor or of a surviving joint investor before the Maturity Date, the Investment will continue to the Maturity Date in the name of the executor or administrator according to usual probate rules. For joint investors, in the event of the death of one investor the Investment will continue in the name of the surviving joint investor. Alternatively the investment may be redeemed at its realisable value as determined by Societe Generale which may be more or less than the Investment amount.

Where an investment is made on behalf of a self-directed pension plan in the event of death of a policy holder/member prior to the maturity date, the investment may be redeemed at its realisable value as determined by Societe Generale which may be more or less than the Investment amount. The proceeds from such redemption would be paid to the life company

For non-insured PRSA investors, in the event of the death of a non-insured PRSA investor before the Maturity Date, the Investment will continue to the Maturity Date in the name of the executor or administrator of their will according to usual probate rules.

What should I do if I have more questions?

It is essential that you only invest in the Bond if you fully understand the benefits and associated risks. Where you have unanswered questions you should seek advice from your authorised intermediary. You may also wish to seek other independent advice, for instance independent financial, taxation or legal advice.

Terms & Conditions



1. Additional Definitions

"Annual Observation Dates" means each of the following: 29th May 2015, 31st May 2016, 30th May 2017, 29th May 2018, 29th May 2019, 29th May 2020.

"Bond" or "Note" means The European Kick-Out Bond 2 (ISIN: XS1037565709) issued by SG Issuer and guaranteed by Societe Generale under its Debt Instruments Issuance Programme. A copy of the Base Prospectus and any Supplements and Final Terms (containing the full Terms and Conditions of the Notes as well as disclosure on the risks in respect of the Notes) are available upon request from Wealth Options.

"Calculation Agent" means the calculation agent assigned by the Issuer in order to determine the proceeds of the investment in the European Kick-Out Bond 2 on Maturity of the Bond.

"Closing Date" means the 23 May 2014.

"Cooling Off Period" means you have the right to cancel this contract prior to the Closing Date of the Bond. If you wish to cancel, written notice must be received by Wealth Options Limited at Elm House Millennium Park Naas Co Kildare within two weeks of your application but no later than Closing Date.

"Early Redemption Date" means each of the following: 5th June 2015, 7th June 2016, 6th June 2017, 5th June 2018, 5th June 2019.

"Final Valuation Date" means 29th May 2020.

"Fitch" means Fitch Ratings.

"FCA" means the UK Financial Conduct Authority (website: www.fca.gov.uk).

"Index" means the EURO STOXX 50® Index.

"Initial Capital" means the sum of money initially invested by you in the Bond.

"Investments" means the Notes Redmayne Bentley purchases and holds on your behalf under the Bond.

"Issue Date" means the 5th June 2014.

"Issuer" means SG Issuer as issuer of the Notes. SG Issuer is a limited liability company under the laws of Luxembourg and a 100% owned subsidiary of Societe Generale.

"Maturity Date" means 5th June 2020 the date on which the Investment matures, expires, is sold on your behalf by Redmayne Bentley or otherwise settles.

"Moody's" means Moody's Investor Services Limited.

"Redmayne Bentley" means Redmayne Bentley LLP, its successors, assignees and transferees. Redmayne Bentley LLP is regulated by the Financial Services Authority (FSA) in the U.K. Please see www.redmayne.co.uk for further information. Redmayne Bentley provides brokerage services only for this investment.

"SG" means Societe Generale.

"S&P" means Standard and Poor's Financial Services LLC.

"Strike Date" means 29th May 2014.

"Term" means 6 years from the Strike Date to the Final Valuation Date.

"The Guarantor" is Societe Generale and its successors, assigns and transferees. The due and punctual payment of any amounts due by SG Issuer in respect of the notes issued by the Issuer will be unconditionally and irrevocably guaranteed by the Guarantor.

"U.S. Person" means a U.S. Person as defined in Regulation S under the U.S. Securities Act of 1933, as amended, or as defined in the U.S. Internal Revenue Code of 1986, as amended.

"You/Your" means the person(s) (natural or corporate) investing money in the Bond in accordance with these Terms & Conditions and includes their successors.

"Wealth Options" means Wealth Options Limited. Wealth Options Limited is regulated by the Central Bank of Ireland.

2. Withdrawals

The Bond is designed to be held for the full term. If you need to cash in your investment early, you may, however we cannot guarantee what its value will be at that point and it may be less than you originally invested. We will pay you the value of your investment in accordance with the prevailing market rate at that time, less any associated selling costs and transfer taxes, including stamp duty or stamp duty reserve tax to the extent applicable. We will charge an additional 0.5% administration charge of the full realised market value of your Bond (which may be more or less than the initial amount invested). We would need to receive an instruction from you in writing to process the early encashment of your investment. In the case of joint accounts, instructions from all parties will be required.

3. Investment Return Condition

The Bond is designed to repay your initial capital and deliver a return if the EURO STOXX 50® increases over the Term. There is also potential for the Bond to 'Kick-Out' depending on the performance of the EURO STOXX 50® i.e. if the Bond matures early, 100% of your initial capital plus a return will be paid out to you. The risk to your investment will be dependent on the solvency of SG as well as the performance of the EURO STOXX 50®

If at the end of years 1, 2, 3, 4 or 5 the EURO STOXX 50® is equal to or above its starting level, the Bond will mature early (Kick-Out) with a fixed payment of 5.25% per annum not compounded on year 1. From years 2 onwards it is the higher of either the fixed return or 100% of any EURO STOXX 50® growth.

If the Bond does not mature early (Kick-Out) and runs for the full 6 years, provided the EURO STOXX 50® is equal to or above its starting level, the return is the higher of either the fixed return or 100% of any EURO STOXX 50® growth.

The Bond aims to return your initial capital at maturity. However, if the EURO STOXX 50® falls by more than 40% from the starting level to the maturity level, your initial capital will be reduced by 1% for every 1% fall in the EURO STOXX 50® at the end of the Term.

4. What happens if I die before the investment matures?

For investors who are individuals, in the event of the death of a sole investor or of a surviving joint investor before the Maturity Date, the Investment will continue to the Maturity Date in the name of the executor or administrator according to usual probate rules. For joint investors, in the event of the death of one investor the Investment will continue in the name of the surviving joint investor. Alternatively the investment may be redeemed at its realisable value as determined by Societe Generale which may be more or less than the Investment amount. Where an investment is made on behalf of a self-directed pension plan in the event of death of a policy holder/member prior to the maturity date, the investment may be redeemed at its realisable value as determined by Societe Generale which may be more or less than the Investment amount. The proceeds from such redemption would be paid to the life company. For non-insured PRSA investors, in the event of the death of a non-insured PRSA investor before the Maturity Date, the Investment will continue to the Maturity Date in the name of the executor or administrator of their will according to usual probate rules.

5. Holding or Transfer of Client Assets outside Ireland

Redmayne Bentley may hold your money and investments ("client assets") with, or undertake a transaction for you which require Redmayne Bentley to pass your assets to an Eligible Third Party located outside Ireland. In these circumstances the legal and regulatory regime applying to such Eligible Third Party and your rights in relation to the client assets held in such manner may be different to that if such client assets were held by an Eligible Third Party in Ireland. In the event of a default or failure of that Eligible Third Party the client assets may be treated differently from the position which would apply if the assets were held by an Eligible Third Party in Ireland. You hereby consent by accepting these terms to your client assets being held or passed to an Eligible Third Party outside Ireland as described above.

6. Pooling of Client Assets

Redmayne-Bentley (or Eligible Third Parties) may hold your assets with other clients' assets as part of a common pool so you do not have a claim against specific assets; your claim is against the client assets pool in general. In the case of any such pooled client account Redmayne-Bentley will:

- (a) ensure that such account is in the name of Redmayne-Bentley, is designated as a client account and that Redmayne-Bentley is entitled to issue instructions in respect of such accounts;

- (b) obtain from the Eligible Third Party with whom the client assets are lodged, acknowledgement that the account is a client account containing client assets; and

- (c) comply with all Client Assets Requirements regarding client assets.

In the case of pooled investments, your individual entitlements may not be identifiable by separate certificates, physical documents or equivalent electronic entries on the register and may be subject to third party claims (including claims by general creditors) made against Redmayne-Bentley or the relevant Eligible Third Party.

7. Governing Law

These Terms and Conditions and any non-contractual obligations arising out of or in relation to the Investment will be governed by and construed in accordance with Irish law. The parties agree that the courts of Ireland shall have exclusive jurisdiction to hear and settle any dispute which may arise out of or in relation to these Terms and Conditions and any non-contractual obligations and the parties irrevocably submit to such courts.

8. Data Protection Acts

The information that you have provided will be treated as confidential and retained by Wealth Options Limited ("Wealth Options") for the purposes of financial services or as required by law. You have a right to request a copy of the information we hold about you for which we may charge a small fee and to have any inaccuracies in your information corrected. Wealth Options may use the information you have provided for the purposes of providing you with additional information relating to the goods and services of Wealth Options, its associated companies and/or third parties. Wealth Options may share information with its associated and affiliated companies and /or carefully selected third parties, to enable those associated and affiliated companies and /or carefully selected third parties, to contact you directly in relation to their goods and services. If you do not agree to Wealth Option's use of the information for such purposes, please tick the box provided.

☐ **I do not agree with Wealth Option's use of the information as described above.**

9. Representation

The contents of this brochure are the responsibility of Wealth Options Limited as Product Producer.

10. Disclaimer

Reference within the terms and conditions of this Bond and all related documents to particular stocks, indices, pricing sources or rates are included only to indicate the basis upon which the Variable Return is calculated, not to indicate any association between us or the Bank and the relevant stock, index provider, pricing source or rate provider, nor does such reference indicate any endorsement of the Investment by such stock, index provider, pricing source or rate provider. The product is not in any way sponsored, sold or promoted by any stock market, index, related exchange, index sponsor, pricing source or investment fund provider, and they make no warranty or representation whatsoever, express or implied, either as to the results to be obtained from the use of the relevant stock market and/or the figure at which the relevant stock market, relevant index, related exchange, pricing source or investment fund level stands at any particular time on any particular day or otherwise. They shall not be liable (whether in negligence or otherwise) to the investor for any error in the relevant stock market, relevant index, related exchange, pricing source or relevant investment fund and shall not be under any obligation to advise any person of any error therein

11. Variation

These terms and conditions may be amended by us with the consent of the Bank. We will notify you of any changes and will always give you at least 30 days' notice.

12. Promotion Limitations

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "Relevant Member State"), each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "Relevant Implementation Date") it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of Notes to the public in that Relevant Member State:

- (i) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;

- (ii) at any time to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

- (iii) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive, provided that no such offer of Notes referred to in (i) to (iii) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive, or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression 'an offer of Notes to the public' in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State, the expression "Prospectus Directive" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression "2010 PD Amending Directive" means Directive 2010/73/EU.

13. Complaints Procedure

In the first instance please contact Wealth Options Limited at Elm House, Millennium Park, Naas, Co Kildare. If for any reason you are dissatisfied with our efforts to resolve your complaint you may refer your complaint to: The Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2 (Lo-call: 1890 88 20 90; telephone: (01) 6620899 or fax: (01) 6620890). Email enquiries should be sent to enquiries@financialombudsman.ie.



Wealth Options distribute a range of financial services from leading product manufacturers exclusively to regulated intermediaries. Wealth Options do not distribute products directly to the public.



WINNER
Europe
Structured Products
Awards 2012



European Kick-Out Bond 2

This application form should be completed by Non Pension Investors and Self-Administered Pension Investors.

Personal Details

First Applicant

Ms. ☐ Mr. ☐ Mrs. ☐

Surname

First Name

Date of Birth

Tel

Address

Nationality

*PPSN/TRN

Second Applicant

Ms. ☐ Mr. ☐ Mrs. ☐

Surname

First Name

Date of Birth

Tel

Address (if different)

Nationality

*PPSN/TRN

***In accordance with Irish Revenue Commissioners requirements, we are obliged to ask every person opening an account to provide their current PPS/TRN number and to supply documentation verifying same.**

I / We wish to invest €

in the European Kick Out Bond 2*.

***Minimum Investment is €20,000. Denominations of 000's only.**

Cheques made payable to Redmayne Bentley.

Bank details on bottom of page (ii)

To comply with the current Anti-Money Laundering and Terrorist Financing legislation, Wealth Options Ltd is required to ask you about the original source of your wealth in respect of this application. Please complete BOTH sections A and B below and sign the declaration:

Section A: Source of Funds

Please state the payment method:

A. Personal Cheque

B. Fund Transfer

C. Bank Draft

D. Other – Please Specify _____

☐
☐
☐
☐

Please provide bank details (if sending funds by Funds Transfer or Bank Draft):

Account Holder Name(s) _____ Branch: _____

Bank Name: _____ Account Number: _____

Section B: Source of Wealth

How have the funds to pay for the investment been accumulated:

Salary/Savings

☐

Sales of Assets

☐

Inheritance

☐

Other: _____

Declarations

Applicant(s) Declaration

1. I / we declare that my intermediary has explained the workings of the European Kick-Out Bond 2 and I have read and understood the Terms and Conditions of the Bond as set out in the brochure and key features and agree to be bound by them.
2. I / We understand and are satisfied with the conditions in the event of death or early encashment prior to maturity as stated in the terms and conditions.
3. I / We understand the risks and how the capital protection works.

1st Applicant Signature Date

2nd Applicant Signature Date

Intermediary Declaration

I declare that I have met the above named applicants and have explained the European Kick-Out Bond 2 to them and am satisfied that it is suitable for their needs.

Financial Broker Name Financial Broker Signature

Financial Broker Firm Date

Warning: If you cash in your investment before the 5th June 2020 you may lose some or all of the money you invest.

Warning: If you invest in this product you may lose some or all of the money you invest.

Warning: If you invest in this product you may not have any access to your money for 6 years.

Warning: The value of your investment may go down as well as up.

Bank Details - Transfers and Cheques*

All Non-Life Company pension investors please make cheques or drafts payable to "Redmayne Bentley" or please transfer funds to Redmayne Bentley:

Bank Name: AIB, South Mall, Cork
IBAN: IE47 AIBK 9363 8331 4090 40
BIC: AIBKIE2D
Reference: Investor name

**We do not accept any third party cheques.*

Checklist

Fully completed **Application Form** ☐
(signed by both the client(s) & the intermediary)

Certified Proof of Identity ☐
(e.g. valid driving license, passport) - Certified copy of one for each applicant

Certified Proof of Address ☐
(e.g. utility bill or bank statement dated within 3 months) Certified copy of two for each applicant

Certified Proof of Client(s)' PPSN ☐
(e.g. notification of tax credits, current balancing statement) - Certified copy of PPSN for each applicant

Cheque made payable to 'Redmayne Bentley' ☐

Redmayne Bentley Nominee Account Agreement Form

Personal Details (BLOCK CAPS PLEASE)

Account No (if existing client)

Please tick if the account has been set up in joint names ☐

Primary Account Holder (for all applications)

Title (e.g. Mr. Mrs. Dr.)

Surname

First Names (in full)

Date of Birth (DD/MM/YY)

Address:

Email:

Tel:

Occupation:

Employer:

Residential Status:

Joint Account Holder (for joint applications)

Title (e.g. Mr. Mrs. Dr.)

Surname

First Names (in full)

Date of Birth (DD/MM/YY)

Address:

Email:

Tel:

Occupation:

Employer:

Residential Status:

Payments (To be completed for Bonds that provide a regular income only so payment can be sent to your account)

Please pay any dividends to: Redmayne-Bentley Deposit Account ☐ or Bank / Building Society ☐

Name of Bank / Building Society

Bank Address

Postcode

Bank Account Holder's Name(s)

Sort Code

Bank Account Number

Declaration

I declare that:

1. I / We* have read, understood and retained a copy of Redmayne-Bentley's Terms & Conditions and A Guide to our Services & Charges. If you do not understand any point please ask for further information.
2. I/We* give Redmayne-Bentley the authorisation to administer my/our* account(s) using the Redmayne-Bentley nominee and cash deposit facilities.
3. Whilst most orders undertaken will be in accordance with our published Best Execution Policy please note that Redmayne-Bentley may execute orders outside of a recognised market or Multilateral Trading Facility (MTF). You agree that we may do this as we see fit in order to achieve a similar or better result. Please contact us if you do not understand this or require further information.
4. I / We* declare that this application form has been completed to the best of my /our knowledge.

Primary Account Holder Signature

Date

Joint Account Holder Signature

Date

(if applicable)

Redmayne Bentley Pension Dealing Account Form:

This form is to be completed by the Trustees of the scheme. It should be read in conjunction with Redmayne-Bentley's Terms & Conditions and Guide to Our Services & Charges.

Name of Pension

Type of Pension (Please select as appropriate): A(M)RF ☐ PRB ☐ SSAP ☐ SIPP ☐ Other ☐ (Please specify) _____

Beneficiary's Details (for single applications)

Title (e.g. Mr. Mrs. Dr.)

Surname

First Names (in full)

Date of Birth (DD/MM/YY)

Address

Email

Tel

Second Beneficiarys Details (for joint applications)

Title (e.g. Mr. Mrs. Dr.)

Surname

First Names (in full)

Date of Birth (DD/MM/YY)

Address

Email

Tel

Trustee Details

Trustee One

Title (e.g. Mr. Mrs. Dr.)

Surname

First Names (in full)

Company Name

Address

Email

Tel

Trustee Two

Title (e.g. Mr. Mrs. Dr.)

Surname

First Names (in full)

Company Name

Address

Email

Tel

If there are more than two trustees, please tick this box ☐

You will need an additional form in order to complete the details of the additional trustees.

Declaration

I declare that:

1. The individual(s) detailed above is a member of an authorised pension scheme or QROPS.
2. The member(s) have been supplied with a copy of our Terms & Conditions and Guide to Our Services and Charges, and you agree to be bound by those Terms & Conditions.
3. If named as the Primary point of contact, you agree to pass on details of all corporate actions to the member(s) in a timely manner.
4. I / We declare that this application form has been completed to the best of my / our knowledge.

Trustee One/First Authorised Signatory Signature

Date

Trustee Two/Second Authorised Signatory Signature (if applicable)

Date