

**SECOND SUPPLEMENT DATED FEBRUARY 13, 2024**  
**TO THE BASE PROSPECTUS DATED JULY 12, 2023**

**EDMOND DE ROTHSCHILD (FRANCE)**  
as Issuer

*(incorporated as a société anonyme in France)*

**€850,000,000**  
**Euro Medium Term Note Programme**  
for the issue of Notes  
due from one year from the date of original issue

This supplement (hereinafter the “**Supplement**”) modifies and must be read in conjunction with the Base Prospectus dated July 12, 2023, its first Supplement dated October 3, 2023 (hereinafter the “**Base Prospectus**”), prepared in relation to the €850,000,000 Euro Medium Term Note programme of Edmond de Rothschild (France) (hereinafter the “**Issuer**”). The Base Prospectus was approved by the *Commission de Surveillance du Secteur Financier* (hereinafter the “**CSSF**”) as competent authority under Regulation (EU) 2017/1129 as amended the case may be (hereinafter the “**Prospectus Regulation**”) on July 12, 2023 as a base prospectus.

This Supplement constitutes a supplement to the Base Prospectus for the purposes of Article 23(1) of the Prospectus Regulation.

The purpose of this Supplement is to modify an existing pay off formula common to Notes referenced to a single underlying and amend accordingly paragraph "19. RANGE ACCRUAL " of “PART A - PAY OFF FORMULAS COMMON TO NOTES REFERENCED TO A SINGLE UNDERLYING” of the PAYOFF ANNEX appended to the section of the Base Prospectus entitled "Terms and Conditions of the Notes", in pages 314 to 316.

Unless otherwise defined in this Supplement, terms used herein shall be deemed to be defined as such for the purposes of 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 the Issuer, 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 October 3, 2023.

Full information on the Issuer and the offer of Notes is only available on the basis of the combination of the Base Prospectus and its Supplements.

In accordance with Article 23 (2) of Regulation (EU) 2017/1129, investors who had already agreed to purchase or subscribe for the securities before the Supplement was published and where the securities had not yet been delivered to the investors at the time when the significant new factor, material mistake or material inaccuracy

arose or was noted, have the right, exercisable within two working days after the publication of this Supplement, to withdraw their acceptances. The final date of the right of withdrawal will be February 15, 2024. Investors should contact [ingenieriefinanciere@lcf.fr](mailto:ingenieriefinanciere@lcf.fr) for the exercise of the right of withdrawal.

**The amendments included in this Supplement shall only apply to final terms, the date of which falls on or after the approval of this supplement.**

## **DOCUMENTS AVAILABLE**

Copies of this Supplement can be obtained, without charge, from the head office of the 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.luxse.com](http://www.luxse.com)) and on the website of the Issuer (<https://www.edmond-de-rothschild.com/en/Pages/Information-reglementees.aspx#navlist5>).

## **RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in this Supplement.

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

## **AMENDMENT TO THE BASE PROSPECTUS**

Paragraph "19. RANGE ACCRUAL " of "PART A - PAY OFF FORMULAS COMMON TO NOTES REFERENCED TO A SINGLE UNDERLYING" of the PAYOFF ANNEX appended to the section of the Base Prospectus entitled "Terms and Conditions of the Notes", in pages 314 to 316, will be deleted in its entirety and replaced with the terms set out in Appendix 1 hereto (where the text highlighted in blue and underline style reflects the additions while the text highlighted in red and strikethrough style reflects the deletions).

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## APPENDIX 1

### 19. RANGE ACCRUAL

*This chapter sets out additional terms and conditions for Notes in respect of which the applicable Final Terms specify RANGE ACCRUAL to be applicable.*

Where **RANGE ACCRUAL** is specified in the Final Terms

- (a) When "Call Option" is specified in the Final Terms, if, on any Call Option Exercise Date, the Call Option is activated, each Note will be redeemed on the immediately following Call Option Date at the Final Redemption Amount determined in accordance with the following formula:

$$\text{Final Redemption Amount} = \text{Specified Denomination} \times 100\%$$

- (b) When "Call Option" is specified in the Final Terms and the Call Option has not been activated, or if "Non-Callable" is specified in the Final Terms:

- (i) if "Non-Put" is specified in the Final Terms, each Note will be redeemed on the Maturity Date at an Final Redemption Amount determined in accordance with the following formula:

$$\text{Final Redemption Amount} = \text{Specified Denomination} \times 100\%$$

- (ii) if "Barrier Put" or "Leveraged Put" are specified in the Final Terms, the Final Underlying Value is greater than or equal to (1) the Knock-in Level if "Barrier Put" is specified in the Final Terms or (2) the Put Strike Level if "Leveraged Put" is specified in the Final Terms, each Note will be redeemed on the Maturity Date at the Final Redemption Amount determined in accordance with the following formula:

$$\text{Final Redemption Amount} = \text{Specified Denomination} \times 100\%$$

- (iii) If "Barrier Put" is specified in the Final terms, if the Final Underlying Value is strictly lower than the Knock-In Level and "Barrier Put" is specified in the Final Terms, each Note will be redeemed on the Maturity Date at the Final Redemption Amount determined in accordance with the following formula:

$$\text{Final Redemption Amount} = \text{Specified Denomination} \times \frac{\text{Final Underlying Value}}{\text{Initial Underlying Value}}$$

- (iv) If "Leveraged Put" is specified in the Final Terms, if Final Underlying Value is strictly lower than the Put Strike Level, each Note will be redeemed on the Maturity Date at the Final Redemption Amount determined in accordance with the following formula:

$$\text{Final Redemption Amount} = \text{Specified Denomination} \times \frac{\text{Final Underlying Value}}{\text{Put Strike Level}}$$

- (c) An interest amount (the **Coupon Amount**) will be determined in respect of each Note and each Coupon Period, in accordance with the following formula:

$$\text{Coupon Amount} = \text{Specified Denomination} \times \text{Day Count Fraction} \times \text{Relevant Coupon Rate} \times \frac{n}{N}$$

- (d) If "Guaranteed Coupon" is specified as being applicable in the Final Terms, an interest amount (the **Guaranteed Coupon Amount**) will be determined in respect of each Note and each Coupon Period, in accordance with the following formula:

$$\text{Guaranteed Coupon Amount} = \text{Specified Denomination} \times \text{Day Count Fraction} \times \text{Guaranteed Coupon Rate}$$

- (e) If "Coupons in fine" is specified as being not applicable in the Final Terms, each Coupon Amount and (if applicable) each Guaranteed Coupon Amount determined in respect of a Coupon Period, will be payable in respect of each Note on the Coupon Payment Date or, as applicable, the Guaranteed Coupon Payment Date relating to the Coupon Observation Date, on which such Coupon Period, ends.

If "Coupons in fine" is specified as being applicable in the Final Terms, the sum of all Coupon Amounts and (if applicable) all Guaranteed Coupon Amounts determined in respect of each respective Coupon Period, will be payable in respect of each Note on the Maturity Date.

**No interest amount will be determined or payable in respect of any Coupon Period, starting after the Call Option Date (if applicable).**

Where:

**Accrual Observation Dates** means each date specified as such in the applicable Final Terms.

**Accrual Period**, means each successive period (i) starting from (and including) the date falling on a number of Business Days equal to "Lag" before the first day of Coupon Period, and (ii) ending on (but excluding) the date falling on a number of Business Days equal to "Lag" ~~following~~ before the last day of Coupon Period,

With the **Call Option** being activated if and when the Issuer gives notice to the Noteholders, on or before a Call Option Exercise Date, that it elects to redeem the Notes in whole, but not in part, at the Final Redemption Amount on the Call Option Date specified in such notice, the Call Option being activated at the sole and absolute discretion of the Issuer.

**Call Option Dates** means each date specified as such in the applicable Final Terms.

**Call Option Exercise Dates** means each date specified as such in the applicable Final Terms.

**Knock-In Level** means the percentage of the Initial Underlying Value specified as such in the Final Terms.

**Lag** means the number specified as such in the applicable Final Terms.

**Lower Barrier Level** means the percentage of the Initial Underlying Value specified as such in the Final Terms.

**n** means, in respect of any Accrual Period, the number of Accrual Observation Dates on which the Underlying Value is higher than or equal to the Lower Barrier Level and lower than or equal to the Upper Barrier Level.

**N** is in respect of any Accrual Period, the number of Accrual Observation Dates included in such Accrual Period.

**Put Strike Level** means the percentage of the Initial Underlying Value specified as such in the Final Terms.

**Upper Barrier Level** means the percentage of the Initial Underlying Value specified as such in the Final Terms.