

Offering Circular (No.2) dated 28 July 2023



CITIGROUP INC.
(incorporated in Delaware)

and

CITIBANK, N.A.
(a national banking association organized under the laws of the United States of America)

and

CITIGROUP GLOBAL MARKETS HOLDINGS INC.
(a corporation duly incorporated and existing under the laws of the state of New York)

and

CITIGROUP GLOBAL MARKETS FUNDING LUXEMBOURG S.C.A.
(incorporated as a corporate partnership limited by shares (*société en commandite par actions*) under Luxembourg law, with registered office at 31, Z.A. Bourmicht, L-8070 Bertrange, Grand Duchy of Luxembourg and registered with the Register of Trade and Companies of Luxembourg (*Registre de commerce et des sociétés*, Luxembourg) under number B 169.199)

each an issuer under the
Citi Global Medium Term Note Programme

Notes issued by Citigroup Global Markets Holdings Inc. only will be unconditionally and irrevocably guaranteed by
CITIGROUP INC.
(incorporated in Delaware)

Notes issued by Citigroup Global Markets Funding Luxembourg S.C.A. only will be unconditionally and irrevocably guaranteed by
CITIGROUP GLOBAL MARKETS LIMITED
(incorporated in England and Wales)

Under the Global Medium Term Note Programme (the **Programme**) described in this Offering Circular (No.2) (**this Offering Circular**), each of Citigroup Inc., Citibank, N.A. (**CBNA**), Citigroup Global Markets Holdings Inc. (**CGMHI**) and Citigroup Global Markets Funding Luxembourg S.C.A. (**CGMFL**) and, together with Citigroup Inc., CBNA and CGMHI, the **Issuers** and each an **Issuer**) may from time to time issue notes (**Notes**), in each case subject to compliance with all relevant laws, regulations and directives. References herein to the Issuer shall be construed as whichever of Citigroup Inc., CBNA, CGMHI or CGMFL is the issuer or proposed issuer of the relevant Notes.

This Offering Circular does not comprise a prospectus or a base prospectus for the purposes of (i) Article 8 of Regulation (EU) 2017/1129 (the EU Prospectus Regulation) or (ii) Article 8 of Regulation (EU) 2017/1129 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (EUWA) (the UK Prospectus Regulation). This Offering Circular has been prepared solely in order to allow Notes to be offered in circumstances which do not impose an obligation on the relevant Issuer, the CGMHI Guarantor (where the Issuer is CGMHI), the CGMFL Guarantor (where the Issuer is CGMFL) or any Dealer (as defined herein) to publish or supplement a prospectus under the EU Prospectus Regulation or the UK Prospectus Regulation. This Offering Circular does not constitute an offer or an invitation to the public or any section thereof to subscribe for or to purchase the Notes.

The International Securities Market (the **ISM**) of the London Stock Exchange plc (the **London Stock Exchange**) is a market designated for professional investors. Notes admitted to trading on the ISM are not admitted to the Official List of the Financial Conduct Authority (FCA). The London Stock Exchange has not approved or verified the contents of this Offering Circular.

The Notes issued under this Offering Circular are derivative financial instruments and do not constitute a participation in a collective investment scheme in the meaning of the Swiss Federal Act on Collective Investment Schemes (CISA). They are neither subject to authorisation nor supervision by the Swiss Financial Market Supervisory Authority FINMA (FINMA), and investors in Notes will not benefit from protection under the CISA or supervision by any Swiss regulatory authority and are exposed to the risk of the relevant Issuer, the CGMHI Guarantor (where the Issuer is CGMHI), the CGMFL Guarantor (where the Issuer is CGMFL).

This Offering Circular has been approved on 28 July 2023 by SIX Exchange Regulation AG as review body (the **Review Body**) under the Swiss Financial Services Act (FinSA).

This Offering Circular and any Pricing Supplement may only be used for the purposes for which they have been published.

This Offering Circular constitutes a prospectus for purposes of Part IV of the Luxembourg Act dated 16 July 2019 relating to prospectuses for securities (the **Prospectus Act 2019**). Application has been made for the Notes (i) to be admitted to listing on the Official List of the Luxembourg Stock Exchange and to trading on the Luxembourg Stock Exchange's Euro MTF Market (the **Euro MTF**) and (ii) in the case of Notes to be issued to qualified investors (within the meaning of the EU Prospectus Regulation) or to well-informed investors (within the meaning of the rules and regulations of the Luxembourg Stock Exchange (version 10/2022), to be admitted to listing on the Official List of the Luxembourg Stock Exchange and to trading on the professional segment of the Euro MTF Market (the **Euro MTF Professional Segment**). The Euro MTF is not (i) a regulated market pursuant to the provisions of Directive 2014/65/EU (as amended **MiFID II**) or (ii) a UK regulated market for the purposes of Regulation (EU) No 600/2014 on markets in financial instruments as it forms part of domestic law by virtue of the EUWA (**UK MiFIR**). This Offering Circular has not been approved by and will not be submitted for approval to the *Commission de surveillance du secteur financier* of Luxembourg. The Notes may not be offered or sold to the public in the Grand Duchy of Luxembourg (**Luxembourg**), directly or indirectly, and neither this Offering Circular nor any other circular, prospectus, form of application, advertisement, communication or other material may be distributed, or otherwise made available in or from, or published in, Luxembourg except (i) for the sole purpose of the admission to trading of the Notes on the Euro MTF or the Euro MTF Professional Segment and listing of the Notes on the Official List of the Luxembourg Stock Exchange (or any other stock exchange or market that is not a regulated market for the purposes of MiFID II) and in circumstances which do not constitute an offer of securities to the public pursuant to the Prospectus Act 2019 or the EU Prospectus Regulation or (ii) in other circumstances which do not constitute an offer of securities to the public within the meaning of the Prospectus Act 2019 or the EU Prospectus Regulation.

Application has been made to Irish Stock Exchange plc, trading as Euronext Dublin (**Euronext Dublin**) for the approval of this Offering Circular as Base Listing Particulars (the **Base Listing Particulars**). Application will be made to Euronext Dublin for Notes issued during the 12 months from the date of the Base Listing Particulars to be admitted to the Official List of Euronext Dublin and to trading on the global exchange market (the **Global Exchange Market**), which is the exchange regulated market of Euronext Dublin. The Global Exchange Market is not (i) a regulated market pursuant to MiFID II or (ii) a UK regulated market for the purposes of UK MiFIR).

Arthur Cox Listing Services Limited is acting solely in its capacity as Irish listing agent for the Issuers in connection with the Notes and is not itself seeking admission of the Notes to the Official List or to trading on the Global Exchange Market of Euronext Dublin.

Application may also be made for Notes to be listed on the Vienna Stock Exchange (*Wiener Börse*) and admitted to trading on the Vienna MTF of the Vienna Stock Exchange, which is a multilateral trading facility (the **Vienna MTF**). The Vienna MTF is not a regulated market for the purposes of MiFID II or a UK regulated market for the purposes of UK MiFIR.

This Offering Circular constitutes admission particulars for the purposes of the International Securities Market Rulebook (the **ISM Rulebook**). Application has been made to the London Stock Exchange for Notes issued under the Programme during the period of 12 months from the date of this Offering Circular to be admitted to the ISM. The ISM is not a UK regulated market for the purposes of UK MiFIR or a regulated market for the purposes of MiFID II.

This Offering Circular has not been approved by and will not be submitted for approval to the FCA. The Notes may not be offered or sold to the public in the United Kingdom (**UK**), directly or indirectly, and neither this Offering Circular nor any other circular, prospectus, form of application, advertisement, communication or other material may be distributed, or otherwise made available in or from, or published in the UK except (a) for the sole purpose of the admission to trading of the Notes on the ISM and listing of the Notes on the Official List of the London Stock Exchange (or any other stock exchange or market that is not a UK regulated market for the purposes of UK MiFIR) and (b) in circumstances which do not constitute an offer of securities to the public pursuant to the UK Prospectus Regulation.

Notwithstanding anything else in this Offering Circular, the Issuers on the basis of this Offering Circular (as completed by the applicable Pricing Supplement) may make offers of Notes to the public in Switzerland (**Swiss Non-exempt Offers**) and offers of Notes in Switzerland pursuant to an exemption under Article 36(1) FinSA or where such offers do not qualify as a public offer in Switzerland as specified in the applicable Pricing Supplement.

The payment and delivery of all amounts due in respect of Notes issued by CGMHI will be unconditionally and irrevocably guaranteed by Citigroup Inc. (in such capacity, the **CGMHI Guarantor**) pursuant to a deed of guarantee dated 21 December 2015 (such deed of guarantee as amended and/or supplemented and/or replaced from time to time, the **CGMHI Deed of Guarantee**) executed by the CGMHI Guarantor.

The payment and delivery of all amounts due in respect of Notes issued by CGMFL will be unconditionally and irrevocably guaranteed by Citigroup Global Markets Limited (**CGML**) (in such capacity, the **CGMFL Guarantor**) pursuant to a deed of guarantee dated 25 January 2019 (such deed of guarantee as amended and/or supplemented and/or replaced from time to time, the **CGMFL Deed of Guarantee**) executed by the CGMFL Guarantor.

Notes issued by Citigroup Inc. and CBNA will not be guaranteed by any entity.

Each Issuer, the CGMHI Guarantor and the CGMFL Guarantor has a right of substitution as set out in the Terms and Conditions of the Notes set out herein.

Notes may be issued on a continuing basis to Citigroup Global Markets Limited and/or Citigroup Global Markets Inc. and/or Citigroup Global Markets Europe AG and/or any additional dealer appointed under the Programme from time to time by the Issuers (each a **Dealer** and together the **Dealers**) which appointment may be for a specific issue or on an ongoing basis. In relation to each issue of Notes, the Dealer(s) will be specified in the applicable Pricing Supplement (as defined below). However, each Issuer reserves the right to sell Notes directly on its own behalf to other entities and to offer Notes in specified jurisdictions directly to the public through distributors, in accordance with all applicable rules and regulations. Notes may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the Issuer or the relevant Dealer. Notes may also be sold by the Issuer through the Dealer(s), acting as agent of the Issuer.

Investing in the Notes involves certain risks, and you should fully understand these before you invest. See "*Risk Factors*" on pages 25 to 124 of this Offering Circular.

Pursuant to this Offering Circular, Notes may be issued whose return (in respect of any interest payable on such Notes and/or their redemption amount) is linked to one or more security indices (**Security Index Linked Notes**) or one or more inflation indices (**Inflation Index Linked Notes**) or one or more commodity indices (**Commodity Index Linked Notes**) or one or more commodities (**Commodity Linked Notes**) or one or more shares (**Share Linked Notes**) or one or more depositary receipts (**Depositary Receipt Linked Notes**) or one or more exchange traded fund (ETF) shares (**ETF Linked Notes**) or one or more mutual funds (**Mutual Fund Linked Notes**) or one or more currency exchange rates (**FX Rate Linked Notes**) or one or more warrants (**Warrant Linked Notes**) or one or more proprietary indices (**Proprietary Index Linked Notes**) or one or more Dividend Futures Contracts (**Dividend Futures Contract Linked Notes**) or one or more rates (**Rate Linked Notes**), together, **Underlying Linked Notes**, as more fully described herein. Notes may also be issued whose return is linked to the credit of one or more specified entities (which may be **Reference Asset Linked Notes** or **Credit Linked Notes**), as more fully described herein.

Notes may provide that settlement will be by way of cash settlement (**Cash Settled Notes**) or physical delivery (**Physical Delivery Notes**) as provided in the applicable Pricing Supplement.

The Issuer may from time to time issue Notes that are titled "Certificates" and, in such circumstances, the terms "Note(s)" and "Noteholder(s)" as used herein shall be construed to be "Certificate(s)" and "Certificateholder(s)" and related expressions shall be construed accordingly.

Notes are issued in Series (as defined herein) and each Series may comprise one or more Tranches (as defined herein) of Notes. Each Tranche is the subject of a final terms document (the **Pricing Supplement** and references to the **applicable Pricing Supplement** shall be construed accordingly). The Pricing Supplement will specify with respect to the issue of Notes to which it relates, *inter alia*, the specific designation of the Notes, the aggregate principal amount and type of the Notes, the date of issue of the Notes, the issue price, the relevant interest provisions (if any), and the redemption amount of the Notes and, as relevant, the underlying security, share, bond, asset, index, commodity, rate, contract, currency or other item(s) (each, an **Underlying**) or credit of one or more specified entities to which the Notes relate and certain other terms relating to the offering and sale of such Notes. The applicable Pricing

Supplement supplements the Terms and Conditions of the relevant Notes and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Terms and Conditions of the relevant Notes, supplement, replace and/or modify such Terms and Conditions. The applicable Pricing Supplement will specify whether the Notes are to be listed and admitted to trading on the Euro MTF, the Euro MTF Professional Segment, the ISM and/or another stock exchange or market which is not (i) a regulated market for the purposes of MiFID II or (ii) a UK regulated market for the purposes of UK MiFIR agreed between the Issuer and the relevant Dealer(s) or will be unlisted.

The applicable Pricing Supplement, if in respect to Notes to be admitted to trading on the ISM, will be delivered to the London Stock Exchange. Copies of each Pricing Supplement in relation to Notes to be admitted to trading on the ISM will also be published on the website of the London Stock Exchange through a regulatory information service.

The applicable Pricing Supplement, if in respect to Notes to be admitted to trading on the Global Exchange Market, will be delivered to Euronext Dublin. Copies of each Pricing Supplement in relation to Notes to be admitted to trading on the Global Exchange Market will also be published on the website of Euronext Dublin.

The Terms and Conditions of the Notes will be as set out in "*General Conditions of the Notes*" and in the relevant Schedule(s) thereto.

AN ISSUE OF NOTES MAY BE OF A SPECIALIST NATURE AND SHOULD ONLY BE BOUGHT AND TRADED BY INVESTORS WHO ARE PARTICULARLY KNOWLEDGEABLE IN INVESTMENT MATTERS. PROSPECTIVE PURCHASERS OF NOTES SHOULD ENSURE THAT THEY UNDERSTAND THE NATURE OF THE RELEVANT NOTES AND THE EXTENT OF THEIR EXPOSURE TO RISKS AND THAT THEY CONSIDER THE SUITABILITY OF THE RELEVANT NOTES AS AN INVESTMENT IN LIGHT OF THEIR OWN CIRCUMSTANCES AND FINANCIAL CONDITION. IT IS THE RESPONSIBILITY OF PROSPECTIVE PURCHASERS TO ENSURE THAT THEY HAVE SUFFICIENT KNOWLEDGE, EXPERIENCE AND PROFESSIONAL ADVICE TO MAKE THEIR OWN LEGAL, FINANCIAL, TAX, ACCOUNTING AND OTHER BUSINESS EVALUATION OF THE MERITS AND RISKS OF INVESTING IN THE NOTES AND ARE NOT RELYING ON THE ADVICE OF THE ISSUER, THE CGMHI GUARANTOR, THE CGMFL GUARANTOR OR ANY DEALER IN THIS REGARD. NOTES MAY INVOLVE A HIGH DEGREE OF RISK, INCLUDING THE PRINCIPAL NOT BEING PROTECTED. POTENTIAL INVESTORS MAY SUSTAIN A LOSS OF ALL OR PART OF THEIR INVESTMENT IN THE NOTES. SEE "*RISK FACTORS*" SET OUT HEREIN.

Prospective investors should note that Events of Default in respect of the CGMHI Guarantor are limited to the events stated in Conditions 9(a)(i) and 9(a)(ii) of the General Conditions of the Notes relating to default in payment of principal or interest in respect of the Notes but will not include the insolvency or bankruptcy of the CGMHI Guarantor (or any similar event), any other default of the CGMHI Guarantor or the CGMHI Deed of Guarantee being (or being claimed not to be) in full force and effect. Therefore, even though the CGMHI Guarantor may be declared insolvent or have entered into bankruptcy proceedings or disclaimed the CGMHI Deed of Guarantee, holders of Notes issued by CGMHI will not be able to trigger an Event of Default under the Notes and thus will not be able to cause the Notes to be immediately due and payable, and the Notes will not redeem until maturity (unless there has been an Event of Default due to non-payment of interest or principal or bankruptcy or other default of CGMHI in the meantime or the occurrence of any other applicable event triggering an early redemption of the Notes). It is possible that holders may receive a lower return at maturity than if they were able to accelerate the Notes for immediate repayment in such circumstances.

Notes issued hereunder will be governed by English law, New York law, Irish law (**Irish Law Notes**) or French law (**French Law Notes**) as specified in the applicable Pricing Supplement.

Subject as provided below in the case of Swedish Notes, Finnish Notes and French Law Notes, Notes to be issued hereunder will be in registered form (**Registered Notes**) and will be represented by registered note certificates (**Registered Note Certificates**), one Registered Note Certificate being issued in respect of each holder's entire holding of Registered Notes of one Series. Registered Notes which are held in Euroclear Bank S.A./N.V. (**Euroclear**) and Clearstream Banking S.A. (**Clearstream, Luxembourg**) (or

in the case of French Cleared Notes only, Euroclear France S.A. (Euroclear France)) or the Depository Trust Company (**DTC**) or the Central Moneymarkets Unit Service (**CMU**), as the case may be, will be represented by a global Registered Note Certificate (a **Global Registered Note Certificate**) registered in the name of a nominee for either Euroclear and Clearstream, Luxembourg (or in the case of French Cleared Notes only, Euroclear France) or DTC, or a sub-custodian for the CMU operated by the Hong Kong Monetary Authority (**HKMA**), as the case may be, and the Global Registered Note Certificate will be delivered to the appropriate depository, common safekeeper or custodian, as the case may be. Interests in a Global Registered Note Certificate will be exchangeable for definitive Registered Note Certificates as described under "*Form of the Notes*" set out herein.

In addition, indirect interests in Notes may be delivered, held and settled via the CREST Depository Interest (**CDI**) mechanism in Euroclear UK & Ireland Limited (**CREST**).

Notwithstanding the foregoing, Notes issued in accordance with the Swedish Act on central Securities Depositories and Financial Instruments Accounts (*Sw. lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*) (**SFIA Act**) (**Swedish Notes**) will be issued in uncertificated and dematerialised book-entry form in accordance with the SFIA Act. No global or definitive registered Swedish Notes will be issued. The Swedish Notes will be transferable only in accordance with the provisions of the SFIA Act, other applicable Swedish legislation and the rules and regulations applicable to, and/or issued by, Euroclear Sweden AB (**Euroclear Sweden**).

Notwithstanding the foregoing, Notes issued in accordance with the Finnish Act on the Book-Entry System and Clearing (*Fin. laki arvo-osuusjärjestelmästä ja selvitystoiminnasta (348/2017, as amended)*) and with the Finnish Act on the Book-Entry Accounts (*Fin. laki arvo-osuustileistä (827/1991, as amended)*) (**Finnish Notes**) will be issued in uncertificated and dematerialised book entry form in accordance with the Finnish Act on the Book-Entry System and Clearing (*Fin. laki arvo-osuusjärjestelmästä ja selvitystoiminnasta (348/2017, as amended)*) and with the Finnish Act on Book-Entry Accounts (*Fin. laki arvo-osuustileistä (827/1991, as amended)*). No global or definitive registered Notes will be issued. The Finnish Notes will be transferable only in accordance with the legislation, rules and regulations applicable to, and/or issued by, Euroclear Finland Ltd (**Euroclear Finland**).

French Law Notes are issued in dematerialised form and must at all times be in book-entry form in compliance with Articles L.211–3 and R.211–1 of the French *Code monétaire et financier*. French Law Notes shall constitute "*obligations*" within the meaning of Article L.213–5 of the French *Code monétaire et financier*. No global or definitive French Law Notes will be issued. The French Law Notes will be transferable only in accordance with the rules and procedures of Euroclear France. French Law Notes may be issued, at the option of the Issuer, in either: (i) bearer dematerialised form (*au porteur*), which will be inscribed in the books of Euroclear France which shall credit the accounts of an accountholder (being any authorised financial intermediary institution entitled to hold accounts directly or indirectly on behalf of its customers with Euroclear France) (the **Euroclear France Accountholder**); or (ii) in registered dematerialised form (*au nominatif*) and, at the option of the Noteholder in either administered registered form (*au nominatif administré*) inscribed in the books of a Euroclear France Accountholder (and mirroring the inscriptions in the books maintained by the Issuer or the French Law Securities Registration Agent acting on behalf of the Issuer, if applicable) or in fully registered form (*au nominatif pur*) inscribed in an account held by Euroclear France and in the books maintained by the Issuer (or the French Law Securities Registration Agent acting on behalf of the Issuer, if applicable).

None of the Notes, the CGMHI Deed of Guarantee and the CGMFL Deed of Guarantee has been nor will be registered under the United States Securities Act of 1933, as amended (the Securities Act), or with any securities regulatory authority of any state or other jurisdiction of the United States. Notes issued by Citigroup Inc., CBNA, CGMHI or CGMFL may be offered and sold outside of the United States to non-U.S. persons in reliance on Regulation S under the Securities Act (Regulation S). Notes issued by Citigroup Inc. or CGMHI may be offered and sold within the United States to "qualified institutional buyers" (QIBs) in transactions exempt from registration under the Securities Act in reliance on Rule 144A under the Securities Act (Rule 144A). Notes may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S) other than, in the case of Notes issued by Citigroup Inc. or CGMHI, to QIBs in reliance on Rule 144A. Notes issued by CBNA, and Notes issued by CGMFL which are guaranteed by the CGMFL Guarantor, will not be offered and sold in the United States or to, or for the account or benefit of, U.S. persons at any time. For a description of certain restrictions on

offers, sales and transfers of Notes, see "Subscription and Sale and Transfer and Selling Restrictions". Any purchaser of Notes that is a registered U.S. investment company should consult its own counsel regarding the applicability of Section 12(d) and Section 17 of the Investment Company Act of 1940 and the rules promulgated thereunder to its purchase of Notes and should reach an independent conclusion with respect to the issues involved in such purchase.

The Notes, the CGMHI Deed of Guarantee, the CGMFL Deed of Guarantee and any Entitlement do not constitute, and have not been marketed as, contracts of sale of a commodity for future delivery (or options thereon) subject to the United States Commodity Exchange Act, as amended (the CEA), and trading in the Notes has not been approved by the United States Commodity Futures Trading Commission (the CFTC) pursuant to the CEA.

The Notes may not be offered or sold to, or acquired by, any person that is, or whose purchase and holding of the Notes is made on behalf of or with "plan assets" of, an employee benefit plan subject to Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended (ERISA), a plan, individual retirement account or other arrangement subject to Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the Code) or an employee benefit plan or other plan or arrangement subject to any laws, rules or regulations substantially similar to Title I of ERISA or Section 4975 of the Code.

CREDIT RATINGS

Citigroup Inc. has a long term/short term senior debt rating of BBB+/A-2 by Standard & Poor's Financial Services LLC (S&P), A3/P-2 by Moody's Investors Service, Inc. (Moody's) and A/F1 by Fitch Ratings, Inc. (Fitch). CBNA has a long term/short term senior debt rating of A+/A-1 by S&P, Aa3/P-1 by Moody's and A+/F1 by Fitch. CGMHI has a long term/short term senior debt rating of A/A-1 by S&P, A2/P-1 by Moody's and A+/F1 by Fitch. CGMFL has a long term/short term senior debt rating of A+/A-1 by S&P and A+ by Fitch, and a long term senior debt rating of A1 by Moody's. CGML has a long term/short term senior debt rating of A+/A-1 by S&P, A1/P-1 by Moody's and A+/F1 by Fitch. The rating of a certain Tranche of Notes may be specified in the applicable Pricing Supplement. S&P is not established in the European Economic Area (EEA) or the United Kingdom and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the EU CRA Regulation) or the EU CRA Regulation as it forms part of UK domestic law by virtue of the EUWA and regulations made thereunder (the UK CRA Regulation). The S&P ratings have been endorsed by S&P Global Ratings Europe Limited (SPGRE). SPGRE is established in the EEA and registered under the EU CRA Regulation. As such SPGRE is included in the list of credit rating agencies published by the European Securities Market Authority (ESMA) on its website (at <http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) in accordance with the EU CRA Regulation. ESMA has indicated that ratings issued in the United States of America which have been endorsed by SPGRE may be used in the EEA by the relevant market participants. On 1 January 2021, a new UK credit rating agency, S&P Global Ratings UK Limited (SPGRUK) has been registered with the Financial Conduct Authority (FCA) so that the credit ratings issued or endorsed by SPGRUK may be usable for certain regulatory purposes in the UK under the UK CRA Regulation. As such, SPGRUK is included in the list of credit rating agencies published by the FCA on its website (at <https://www.fca.org.uk/firms/credit-rating-agencies>) in accordance with the UK CRA Regulation. Credit ratings assigned or endorsed by SPGRUK (including EU ratings issued by SPGRE) receive, respectively, "UK" or "UKE" regulatory identifiers.

Moody's is not established in the EEA or in the United Kingdom and has not applied for registration under the EU CRA Regulation or UK CRA Regulation. The Moody's ratings have been endorsed by Moody's Investors Service Limited in accordance with the UK CRA Regulation. Moody's Investors Service Limited is established in the United Kingdom and registered under the UK CRA Regulation. As such, Moody's Investors Service Limited is included in the list of credit rating agencies published by the FCA on its website (at <https://www.fca.org.uk/markets/credit-rating-agencies/registered-certified-crags>) in accordance with the UK CRA Regulation. The FCA has indicated that ratings issued in the United States of America which have been endorsed by Moody's Investors Service Limited may be used in the United Kingdom by the relevant market participants. The Moody's ratings have been endorsed by Moody's Deutschland GmbH in accordance with the EU CRA Regulation. Moody's Deutschland GmbH is established in the EEA and registered under the EU CRA Regulation. As such Moody's Deutschland GmbH is included in the list of credit rating agencies published by the ESMA on its website (at <http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) in accordance with the EU CRA

Regulation. ESMA has indicated that ratings which have been endorsed by Moody's Deutschland GmbH may be used in the EEA by the relevant market participants.

Fitch is not established in the EEA or the United Kingdom and has not applied for registration under the EU CRA Regulation or UK CRA Regulation. The Fitch ratings have been endorsed by Fitch Ratings Limited in accordance with the UK CRA Regulation. Fitch Ratings Limited is established in the United Kingdom and registered under the UK CRA Regulation. As such, Fitch Ratings Limited is included in the list of credit rating agencies published by the FCA on its website (at <https://www.fca.org.uk/markets/credit-rating-agencies/registered-certified-cras>) in accordance with the UK CRA Regulation. The FCA has indicated that ratings issued in the United States of America which have been endorsed by Fitch Ratings Limited may be used in the United Kingdom by the relevant market participants. The Fitch ratings have been endorsed by Fitch Ratings Ireland Limited in accordance with the EU CRA Regulation. Fitch Ratings Ireland Limited is established in the EEA and registered under the EU CRA Regulation. As such Fitch Ratings Ireland Limited is included in the list of credit rating agencies published by the ESMA on its website (at <http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) in accordance with the EU CRA Regulation. ESMA has indicated that ratings which have been endorsed by Fitch Ratings Ireland Limited may be used in the EEA by the relevant market participants.

The Notes, the CGMHI Deed of Guarantee and the CGMFL Deed of Guarantee constitute unconditional liabilities of the respective entity and of no other person. None of the Notes, the CGMHI Deed of Guarantee and the CGMFL Deed of Guarantee is insured by the Federal Deposit Insurance Corporation (FDIC) or any other deposit protection insurance scheme.

An Index of Defined Terms is set out on pages 936 to 950 of this Offering Circular.

Arranger of the Programme

Citigroup

Dealers

Citigroup

RESPONSIBILITY STATEMENT

Citigroup Inc. accepts responsibility for the information contained in the Citigroup Inc. Offering Circular but does not take responsibility for the CBNA Offering Circular, the CGMHI Offering Circular or the CGMFL Offering Circular. To the best of the knowledge of Citigroup Inc., the information contained in the Citigroup Inc. Offering Circular is in accordance with the facts and does not omit anything likely to affect the import of such information. In relation to any Notes which are subject of a Swiss Non-exempt Offer, Citigroup Inc. confirms that the information contained in the Citigroup Inc. Offering Circular is, to the best of its knowledge, correct, and that no material facts or circumstances have been omitted from the Citigroup Inc. Offering Circular.

CBNA accepts responsibility for the information contained in the CBNA Offering Circular but does not take responsibility for the Citigroup Inc. Offering Circular, the CGMHI Offering Circular or the CGMFL Offering Circular. To the best of the knowledge of CBNA, the information contained in the CBNA Offering Circular is in accordance with the facts and does not omit anything likely to affect the import of such information. In relation to any Notes which are subject of a Swiss Non-exempt Offer, CBNA confirms that the information contained in the CBNA Offering Circular is, to the best of its knowledge, correct, and that no material facts or circumstances have been omitted from the CBNA Offering Circular.

CGMHI accepts responsibility for the information contained in the CGMHI Offering Circular but does not take responsibility for the Citigroup Inc. Offering Circular, the CBNA Offering Circular or the CGMFL Offering Circular. To the best of the knowledge of CGMHI, the information contained in the CGMHI Offering Circular is in accordance with the facts and does not omit anything likely to affect the import of such information. In relation to any Notes which are subject of a Swiss Non-exempt Offer, CGMHI confirms that the information contained in the CGMHI Offering Circular is, to the best of its knowledge, correct, and that no material facts or circumstances have been omitted from the CGMHI Offering Circular.

The CGMHI Guarantor accepts responsibility for the information contained in the CGMHI Offering Circular (excluding the information set out under the heading "Description of Citigroup Global Markets Holdings Inc." and the information set out in the sections of "Overview of the Programme" entitled "Description of CGMHI" and "Business of CGMHI" and the information set out under the sub-heading "Citigroup Global Markets Holdings Inc." set out in the section of the "Summary of the Programme for purposes of the Swiss Financial Services Act (FINSA)" entitled "Issuers"). The CGMHI Guarantor does not take responsibility for the Citigroup Inc. Offering Circular, the CBNA Offering Circular or the CGMFL Offering Circular. To the best of the knowledge of the CGMHI Guarantor, the information contained in the CGMHI Offering Circular (excluding the information set out under the heading "Description of Citigroup Global Markets Holdings Inc." and the information set out in the sections of "Overview of the Programme" entitled "Description of CGMHI" and "Business of CGMHI" and the information set out under the sub-heading "Citigroup Global Markets Holdings Inc." set out in the section of the "Summary of the Programme for purposes of the Swiss Financial Services Act (FINSA)" entitled "Issuers") is in accordance with the facts and does not omit anything likely to affect the import of such information. In relation to any Notes which are subject of a Swiss Non-exempt Offer, the CGMHI Guarantor confirms that the information contained in the CGMHI Offering Circular is, to the best of its knowledge, correct, and that no material facts or circumstances have been omitted from the CGMHI Offering Circular.

CGMFL accepts responsibility for the information contained in the CGMFL Offering Circular but does not take responsibility for the Citigroup Inc. Offering Circular, the CBNA Offering Circular or the CGMHI Offering Circular. To the best of the knowledge of CGMFL, the information contained in the CGMFL Offering Circular is in accordance with the facts and does not omit anything likely to affect the import of such information. In relation to any Notes which are subject of a Swiss Non-exempt Offer, CGMFL confirms that the information contained in the CGMFL Offering Circular is, to the best of its knowledge, correct, and that no material facts or circumstances have been omitted from the CGMFL Offering Circular.

The CGMFL Guarantor accepts responsibility for the information contained in the CGMFL Offering Circular (excluding the information set out under the heading "Description of Citigroup Global Markets

Funding Luxembourg S.C.A." and the information set out in the sections of "Overview of the Programme" entitled "Description of CGMFL" and "Business of CGMFL" and the information set out under the sub-heading "Citigroup Global Markets Funding Luxembourg S.C.A." set out in the section of the "Summary of the Programme for purposes of the Swiss Financial Services Act (FINSA)" entitled "Issuers"). The CGMFL Guarantor does not take responsibility for the Citigroup Inc. Offering Circular, the CBNA Offering Circular or the CGMHI Offering Circular. To the best of the knowledge of the CGMFL Guarantor, the information contained in the CGMFL Offering Circular (excluding the information set out under the heading "Description of Citigroup Global Markets Funding Luxembourg S.C.A." and the information set out in the sections of "Overview of the Programme" entitled "Description of CGMFL" and "Business of CGMFL" and the information under the sub-heading "Citigroup Global Markets Funding Luxembourg S.C.A." set out in the section of the "Summary of the Programme for purposes of the Swiss Financial Services Act (FINSA)" entitled "Issuers") is in accordance with the facts and does not omit anything likely to affect the import of such information. In relation to any Notes which are subject of a Swiss Non-exempt Offer, the CGMFL Guarantor confirms that the information contained in the CGMFL Offering Circular is, to the best of its knowledge, correct, and that no material facts or circumstances have been omitted from the CGMFL Offering Circular.

Where information in the Citigroup Inc. Offering Circular, the CBNA Offering Circular, the CGMHI Offering Circular or the CGMFL Offering Circular (as the case may be) has been sourced from a third party, the relevant Issuer, the CGMHI Guarantor (where the Issuer is CGMHI) and/or the CGMFL Guarantor (where the Issuer is CGMFL) (as the case may be) accept(s) responsibility for accurately reproducing such information and, as far as the relevant Issuer, the CGMHI Guarantor (where the Issuer is CGMHI) and/or the CGMFL Guarantor (where the Issuer is CGMFL) (as the case may be) is/are aware and is/are able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Unless otherwise expressly stated in the applicable Pricing Supplement, any information contained therein relating to the Underlying(s), will only consist of extracts from, or summaries of, and will be based solely on, information contained in financial and other information released publicly by the issuer, owner or sponsor, as the case may be, of such Underlying(s). Unless otherwise expressly stated in the applicable Pricing Supplement, the relevant Issuer and the CGMHI Guarantor (where the Issuer is CGMHI) or the CGMFL Guarantor (where the Issuer is CGMFL) (as the case may be) accept(s) responsibility for accurately reproducing such extracts or summaries and, as far as the Issuer and the CGMHI Guarantor (where the Issuer is CGMHI) or the CGMFL Guarantor (where the Issuer is CGMFL) (as the case may be) is/are aware and is/are able to ascertain from information published by the issuer, owner or sponsor, as the case may be, of such Underlying(s), no facts have been omitted which would render the reproduced information inaccurate or misleading.

The Citigroup Inc. Offering Circular should be read in conjunction with all documents which are incorporated by reference therein (see "Documents Incorporated by Reference for the Citigroup Inc. Offering Circular"). The Citigroup Inc. Offering Circular shall be read and construed on the basis that such documents are incorporated into and form part of the Citigroup Inc. Offering Circular.

The CBNA Offering Circular should be read in conjunction with all documents which are incorporated by reference therein (see "Documents Incorporated by Reference for the CBNA Offering Circular"). The CBNA Offering Circular shall be read and construed on the basis that such documents are incorporated into and form part of the CBNA Offering Circular.

The CGMHI Offering Circular should be read in conjunction with all documents which are incorporated by reference therein (see "Documents Incorporated by Reference for the CGMHI Offering Circular"). The CGMHI Offering Circular shall be read and construed on the basis that such documents are incorporated into and form part of the CGMHI Offering Circular.

The CGMFL Offering Circular should be read in conjunction with all documents which are incorporated by reference therein (see "Documents Incorporated by Reference for the CGMFL Offering Circular"). The CGMFL Offering Circular shall be read and construed on the basis that such documents are incorporated into and form part of the CGMFL Offering Circular.

The Citigroup Inc. offering circular (the **Citigroup Inc. Offering Circular**) will comprise this Offering Circular with the exception of:

- (a) in the "*Overview of the Programme*", the information in the sections entitled "*Description of Citibank, N.A.*" and "*Business of Citibank, N.A.*";
- (b) in the "*Summary of the Programme for purposes of the Swiss Financial Services Act (FINSA)*", the information set out under the sub-heading "*Citibank, N.A.*" in the section entitled "*Issuers*";
- (c) the information in the section entitled "*Documents Incorporated by Reference for the CBNA Offering Circular*" and all information incorporated therein by reference thereby;
- (d) the information in the section entitled "*Description of Citibank, N.A.*";
- (e) in the "*Overview of the Programme*", the information in the sections entitled "*Description of CGMHI*" and "*Business of CGMHI*";
- (f) in the "*Summary of the Programme for purposes of the Swiss Financial Services Act (FINSA)*", the information set out under the sub-heading "*Citigroup Global Markets Holdings Inc.*" in the section entitled "*Issuers*";
- (g) the information in the section entitled "*Documents Incorporated by Reference for the CGMHI Offering Circular*" and all information incorporated therein by reference thereby;
- (h) the information in the section entitled "*Description of Citigroup Global Markets Holdings Inc.*";
- (i) in the "*Overview of the Programme*", the information in the sections entitled "*Description of CGMFL*" and "*Business of CGMFL*";
- (j) in the "*Summary of the Programme for purposes of the Swiss Financial Services Act (FINSA)*", the information set out under the sub-heading "*Citigroup Global Markets Funding Luxembourg S.C.A.*" in the section entitled "*Issuers*" and the information set out under the sub-heading "*Citigroup Global Markets Limited*" in the section entitled "*Guarantors*";
- (k) the information in the section entitled "*Documents Incorporated by Reference for the CGMFL Offering Circular*" and all information incorporated therein by reference thereby;
- (l) the information in the section entitled "*Description of Citigroup Global Markets Funding Luxembourg S.C.A.*";
- (m) the information in the section entitled "*Description of Citigroup Global Markets Limited*";
- (n) the information in the section entitled "*Form of CGMHI Deed of Guarantee*";
- (o) the information in the section entitled "*Form of CGMFL Deed of Guarantee*"; and
- (p) the information in the section entitled "*Form of CGMFL All Monies Guarantee*"

The CBNA offering circular (the **CBNA Offering Circular**) will comprise this Offering Circular with the exception of:

- (a) in the "*Overview of the Programme*", the information in the sections entitled "*Description of Citigroup Inc.*" and "*Business of Citigroup Inc.*";
- (b) in the "*Summary of the Programme for purposes of the Swiss Financial Services Act (FINSA)*", the information set out under the sub-heading "*Citigroup Inc.*" in the section entitled "*Issuers*";
- (c) the information in the section entitled "*Documents Incorporated by Reference for the Citigroup Inc. Offering Circular*" and all information incorporated therein by reference thereby;
- (d) the information in the section entitled "*Description of Citigroup Inc.*";

- (e) in the "*Overview of the Programme*", the information in the sections entitled "*Description of CGMHI*" and "*Business of CGMHI*";
- (f) in the "*Summary of the Programme for purposes of the Swiss Financial Services Act (FINSÄ)*", the information set out under the sub-heading "*Citigroup Global Markets Holdings Inc.*" in the section entitled "*Issuers*" and the information set out under the sub-heading "*Citigroup Inc.*" in the section entitled "*Guarantors*";
- (g) the information in the section entitled "*Documents Incorporated by Reference for the CGMHI Offering Circular*" and all information incorporated therein by reference thereby;
- (h) the information in the section entitled "*Description of Citigroup Global Markets Holdings Inc.*";
- (i) in the "*Overview of the Programme*", the information in the sections entitled "*Description of CGMFL*" and "*Business of CGMFL*";
- (j) in the "*Summary of the Programme for purposes of the Swiss Financial Services Act (FINSÄ)*", the information set out under the sub-heading "*Citigroup Global Markets Funding Luxembourg S.C.A.*" in the section entitled "*Issuers*" and the information set out under the sub-heading "*Citigroup Global Markets Limited*" in the section entitled "*Guarantors*";
- (k) the information in the section entitled "*Documents Incorporated by Reference for the CGMFL Offering Circular*" and all information incorporated therein by reference thereby;
- (l) the information in the section entitled "*Description of Citigroup Global Markets Funding Luxembourg S.C.A.*";
- (m) the information in the section entitled "*Description of Citigroup Global Markets Limited*";
- (n) the information in the section entitled "*Form of CGMHI Deed of Guarantee*";
- (o) the information in the section entitled "*Form of CGMFL Deed of Guarantee*"; and
- (p) the information in the section entitled "*Form of CGMFL All Monies Guarantee*".

The CGMHI offering circular (the **CGMHI Offering Circular**) will comprise this Offering Circular with the exception of:

- (a) in the "*Overview of the Programme*", the information in the sections entitled "*Description of Citigroup Inc.*" and "*Business of Citigroup Inc.*";
- (b) in the "*Summary of the Programme for purposes of the Swiss Financial Services Act (FINSÄ)*", the information set out under the sub-heading "*Citigroup Inc.*" in the section entitled "*Issuers*";
- (c) the information in the section entitled "*Documents Incorporated by Reference for the Citigroup Inc. Offering Circular*" and all information incorporated therein by reference thereby;
- (d) in the "*Overview of the Programme*", the information in the sections entitled "*Description of Citibank, N.A.*" and "*Business of Citibank, N.A.*";
- (e) in the "*Summary of the Programme for purposes of the Swiss Financial Services Act (FINSÄ)*", the information set out under the sub-heading "*Citibank, N.A.*" in the section entitled "*Issuers*";
- (f) the information in the section entitled "*Documents Incorporated by Reference for the CBNA Offering Circular*" and all information incorporated therein by reference thereby;
- (g) the information in the section entitled "*Description of Citibank, N.A.*";
- (h) in the "*Overview of the Programme*", the information in the sections entitled "*Description of CGMFL*" and "*Business of CGMFL*";

- (i) in the "*Summary of the Programme for purposes of the Swiss Financial Services Act (FINSA)*", the information set out under the sub-heading "*Citigroup Global Markets Funding Luxembourg S.C.A.*" in the section entitled "*Issuers*" and the information set out under the sub-heading "*Citigroup Global Markets Limited*" in the section entitled "*Guarantors*";
- (j) the information in the section entitled "*Documents Incorporated by Reference for the CGMFL Offering Circular*" and all information incorporated therein by reference thereby;
- (k) the information in the section entitled "*Description of Citigroup Global Markets Funding Luxembourg S.C.A.*";
- (l) the information in the section entitled "*Description of Citigroup Global Markets Limited*";
- (m) the information in the section entitled "*Form of CGMFL Deed of Guarantee*"; and
- (n) the information in the section entitled "*Form of CGMFL All Monies Guarantee*".

The CGMFL offering circular (the **CGMFL Offering Circular**) will comprise this Offering Circular with the exception of:

- (a) in the "*Overview of the Programme*", the information in the sections entitled "*Description of Citigroup Inc.*" and "*Business of Citigroup Inc.*";
- (b) in the "*Summary of the Programme for purposes of the Swiss Financial Services Act (FINSA)*", the information set out under the sub-heading "*Citigroup Inc.*" in the section entitled "*Issuers*";
- (c) the information in the section entitled "*Documents Incorporated by Reference for the Citigroup Inc. Offering Circular*" and all information incorporated therein by reference thereby;
- (d) the information in the section entitled "*Description of Citigroup Inc.*";
- (e) in the "*Overview of the Programme*", the information in the sections entitled "*Description of Citibank, N.A.*" and "*Business of Citibank, N.A.*";
- (f) in the "*Summary of the Programme for purposes of the Swiss Financial Services Act (FINSA)*", the information set out under the sub-heading "*Citibank, N.A.*" in the section entitled "*Issuers*";
- (g) the information in the section entitled "*Documents Incorporated by Reference for the CBNA Offering Circular*" and all information incorporated therein by reference thereby;
- (h) the information in the section entitled "*Description of Citibank, N.A.*";
- (i) in the "*Overview of the Programme*", the information in the sections entitled "*Description of CGMHI*" and "*Business of CGMHI*";
- (j) in the "*Summary of the Programme for purposes of the Swiss Financial Services Act (FINSA)*", the information set out under the sub-heading "*Citigroup Global Markets Holdings Inc.*" in the section entitled "*Issuers*" and the information set out under the sub-heading "*Citigroup Inc.*" in the section entitled "*Guarantors*";
- (k) the information in the section entitled "*Documents Incorporated by Reference for the CGMHI Offering Circular*" and all information incorporated therein by reference thereby; and
- (l) the information in the section entitled "*Description of Citigroup Global Markets Holdings Inc.*"; and
- (m) the information in the section entitled "*Form of CGMHI Deed of Guarantee*".

No person has been authorised to give any information or to make any representation other than those contained in this Offering Circular in connection with the issue or sale of any Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the

Issuer, the CGMHI Guarantor (where the Issuer is CGMHI), the CGMFL Guarantor (where the Issuer is CGMFL) or any of the Dealers. Neither the delivery of this Offering Circular nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer and/or, where applicable, the CGMHI Guarantor or the CGMFL Guarantor since the date hereof or the date upon which this Offering Circular has been most recently amended or supplemented or that there has been no adverse change in the financial position of any Issuer, the CGMHI Guarantor and/or the CGMFL Guarantor since the date hereof or the date upon which this Offering Circular has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

IMPORTANT INFORMATION RELATING TO THE USE OF THIS OFFERING CIRCULAR AND OFFERS OF NOTES GENERALLY

This Offering Circular does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Offering Circular and the offer or sale of Notes may be restricted by law in certain jurisdictions. Citigroup Inc., CBNA, CGMHI, the CGMHI Guarantor, CGMFL, the CGMFL Guarantor and the Dealers do not represent that this Offering Circular may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by Citigroup Inc., CBNA, CGMHI, the CGMHI Guarantor, CGMFL, the CGMFL Guarantor or the Dealers which is intended to permit a public offering of any Notes or distribution of this Offering Circular in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Offering Circular nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Offering Circular or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Offering Circular and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Offering Circular and the offer or sale of Notes in the United States of America, the EEA, Australia, Austria, the Kingdom of Bahrain, Belgium, Brazil, Bulgaria, Canada, Chile, People's Republic of China, Colombia, Costa Rica, the Republic of Cyprus, the Czech Republic, Denmark, the Dominican Republic, Dubai International Financial Centre, Ecuador, El Salvador, Finland, France, Guatemala, Honduras, Hong Kong Special Administrative Region, Ireland, Israel, Italy, The Grand Duchy of Luxembourg, The Netherlands, Japan, the State of Kuwait, Mexico, Norway, Oman, Panama, Paraguay, Peru, Poland, Portugal, the State of Qatar (including the Qatar Financial Centre), Romania, the Russian Federation, the Kingdom of Saudi Arabia, Singapore, Slovakia, Sweden, Switzerland, Taiwan, the Republic of Turkey, the Kingdom of Thailand, the United Arab Emirates (excluding the Dubai International Financial Centre), the United Kingdom and Uruguay. See "*Subscription and Sale and Transfer and Selling Restrictions*".

The price and principal amount of securities (including any Notes) to be issued under the Programme will be determined by the Issuer and the relevant Dealer at the time of issue in accordance with prevailing market conditions.

The Dealers have not separately verified the information contained in this Offering Circular. None of the Dealers makes any representation, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information in this Offering Circular.

Neither this Offering Circular nor any financial statements or other information supplied in connection with the Programme or any Notes are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation or a statement of opinion, or a report of either of those things, by any Issuer, the CGMHI Guarantor, the CGMFL Guarantor or any of the Dealers that any recipient of this Offering Circular or any other financial statements or any other information supplied in connection with the Programme or any Notes should purchase any Notes. Each potential purchaser of any Notes should determine for itself the relevance of the information contained in this Offering Circular and its purchase of any Notes should be based upon such investigation as it deems necessary. Each potential purchaser is authorised to use this Offering Circular solely for the purpose of considering the purchase of Notes described in this Offering Circular; any other usage of this Offering Circular is unauthorised. None of the Dealers (in the case of CGML, in its capacity as Dealer) undertakes to review the financial condition or affairs of any Issuer, the CGMHI Guarantor or the CGMFL Guarantor during the life of the arrangements contemplated by this Offering Circular nor to advise any investor or potential investor in any Notes of any information coming to the attention of any of the Dealers.

For convenience, the website addresses of certain third parties have been provided in this Offering Circular. Except as expressly set forth in this Offering Circular, no information in such websites should be deemed to be incorporated in, or form a part of, this Offering Circular and none of the Issuers, the CGMHI Guarantor, the CGMFL Guarantor and any Dealer takes responsibility for the information contained in such websites.

*In connection with any Tranche, one or more of the Dealers may act as a stabilisation manager (the **Stabilisation Manager(s)**). The identity of the Stabilisation Managers, if any, will be disclosed in the applicable Pricing Supplement.*

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in the applicable Pricing Supplement may over allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilisation Manager(s) (or person(s) acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws and rules.

*In any Member State of the EEA (each a **Member State**) and subject as provided in "IMPORTANT – EEA Retail Investors" below, this communication is only addressed to and is only directed at qualified investors in that Member State within the meaning of the EU Prospectus Regulation.*

In the United Kingdom and subject as provided in "IMPORTANT – UK Retail Investors" below, this communication is only addressed to and is only directed at qualified investors in the United Kingdom within the meaning of the UK Prospectus Regulation.

*This Offering Circular has been prepared on the basis that any offer of Notes pursuant to or under this Offering Circular in any Member State or in the United Kingdom must be made pursuant to an exemption under the EU Prospectus Regulation or the UK Prospectus Regulation, as the case may be, from the requirement to publish a prospectus for offers of Notes. Accordingly, and subject as provided in "IMPORTANT – EEA Retail Investors" or "IMPORTANT – UK Retail Investors", as the case may be, below, any person making or intending to make an offer in that Member State or in the United Kingdom of Notes which are the subject of a placement contemplated in this Offering Circular as completed by the Pricing Supplement in relation to the offer of those Notes may only do so in circumstances in which no obligation arises for any Issuer, the CGMHI Guarantor, the CGMFL Guarantor or any Dealer to publish a prospectus pursuant to Article 3 of the EU Prospectus Regulation or section 85 of the Financial Services and Markets Act 2000 (the **FSMA**), as the case may be, or supplement a prospectus pursuant to Article 23 of the EU Prospectus Regulation or Article 23 of the UK Prospectus Regulation, as the case may be, in each case, in relation to such offer. None of the Issuers, the CGMHI Guarantor, the CGMFL Guarantor and any Dealer has authorised, nor does any of them authorise, the making of any offer of Notes pursuant to or under this Offering Circular in circumstances in which an obligation arises for any Issuer, the CGMHI Guarantor, the CGMFL Guarantor or any Dealer to publish or supplement a prospectus for such offer.*

The only persons authorised to use this Offering Circular in connection with an offer of Notes are the persons named in the applicable Pricing Supplement as the relevant Dealer or the Stabilisation Managers.

Each person in a Member State or in the United Kingdom will be deemed to have represented, warranted and agreed to and with each Dealer, the Issuers, the CGMHI Guarantor and the CGMFL Guarantor that in the case of any Notes acquired by it as a financial intermediary, as that term is used in Article 5(1) of the EU Prospectus Regulation or Article 5(1) of the UK Prospectus Regulation, as the case may be, (i) the Notes acquired by it in the offer have not been acquired on behalf of, nor have they been acquired with a view to their offer or resale to, persons in any Member State or in the United Kingdom other than qualified investors, as that term is defined in the EU Prospectus Regulation or in the UK Prospectus Regulation, as the case may be, or in circumstances in which the prior consent of the relevant Dealers has been given to the offer or resale; or (ii) where Notes have been acquired by it on behalf of persons in any such Member State or in the United Kingdom other than qualified investors, the offer of those Notes to it is not treated under the EU Prospectus Regulation or the UK Prospectus Regulation, as the case may be, as having been made to such persons.

For the purposes of this representation, the expression an "offer" in relation to any Notes in (i) any Member State or (ii) the United Kingdom means the communication in any form and by any means of sufficient information on the terms of the offer and any Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

*In this Offering Circular, unless otherwise specified or the context otherwise requires, references to **Euro, euro or EUR** are to the single currency introduced at the start of the third stage of the European Economic and Monetary Union pursuant to the Treaty on the Functioning of the European Union, as amended (the **Treaty**), references to **U.S. dollars, U.S.\$ and \$** are to the currency of the United States of America, references to **Yen and JPY** are to the currency of Japan, references to **Sterling and GBP** are to the currency of the United Kingdom, references to "**CZK**" are to the currency of the Czech Republic and references to **Renminbi, RMB and CNY** are to the currency of the People's Republic of China (**PRC**). All references to the PRC are to the People's Republic of China excluding the Hong Kong Special Administrative Region of the People's Republic of China (**Hong Kong**), the Macau Special Administrative Region of the People's Republic of China and Taiwan.*

Capitalised terms which are used but not defined in any particular section of this Offering Circular have the meaning attributed to them in the Terms and Conditions of the Notes, or any other section of this Offering Circular.

The language of this Offering Circular is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

In this Offering Circular, unless the contrary intention appears, a reference to a law or a provision of a law is a reference to that law or provision as extended, amended or re-enacted.

In making an investment decision, investors must rely on their own examination of the Issuer, the CGMHI Guarantor (where the Issuer is CGMHI), the CGMFL Guarantor (where the Issuer is CGMFL) and the terms of the Notes being offered, including the merits and risks involved. None of the Notes has been approved or disapproved by the United States Securities and Exchange Commission or any other securities commission or other regulatory authority in the United States, nor have the foregoing authorities approved this Offering Circular or confirmed the accuracy or determined the adequacy of the information contained in this Offering Circular. Any representation to the contrary is unlawful. The Notes do not constitute, and have not been marketed as, contracts of sale of a commodity for future delivery (or options thereon) subject to the United States Commodity Exchange Act, as amended, and trading in the Notes has not been approved by the CFTC pursuant to the United States Commodity Exchange Act, as amended.

None of the Issuers, the CGMHI Guarantor, the CGMFL Guarantor and any Dealer makes any representation to any investor in any Notes regarding the legality of its investment under any applicable laws. Any investor in any Notes should be able to bear the economic risk of an investment in such Notes for an indefinite period of time.

Notes issued as Green Bonds, Social Bonds or Social Finance Bonds - None of the Issuers, the Guarantors, the Arranger, the Dealers nor any of their respective affiliates makes any representation or warranty or gives any assurance as to whether such Notes will meet any investor expectations or requirements regarding such "green", "social", "sustainable" or similar labels. None of the Arranger, the Dealers nor any of their respective affiliates have undertaken, nor are they responsible for, any assessment of the Eligible Green Projects, Eligible Green Assets, Social Finance Assets or the assets comprising any Affordable Housing Bond Asset Portfolio (as defined in the "*General Information relating to the Issue of Notes under this Offering Circular*" section of this Offering Circular), any verification of whether such assets meet any eligibility criteria set out in the Green Bond Framework, the Social Bond Framework or the Social Finance Framework (as defined in the "*General Information relating to the Issue of Notes under this Offering Circular*" section of this Offering Circular) nor are they responsible for the use of proceeds (or amounts equal thereto) for any Notes issued as Green Bonds, Social Bonds or Social Finance Bonds, nor the impact or monitoring of such use of proceeds or the allocation of the proceeds to particular Eligible Green Projects, Eligible Green Assets, Social Finance Assets or assets comprising any Affordable Housing Bond Asset Portfolio. Each relevant framework and

any public reporting by or on behalf of the Issuer in respect of the application of proceeds will be available on the Citi website as described in the "*General Information relating to the Issue of Notes under this Offering Circular*" section of this Offering Circular but, for the avoidance of doubt, will not be incorporated by reference into this Offering Circular. None of the Issuers, the Guarantors, the Arranger and the Dealers makes any representation as to the suitability or content of such materials.

In connection with your acquisition of Notes issued under this Offering Circular, an affiliate of the Issuer may provide product and sales services to you (**Services**). Each affiliate provides such Services on its own behalf. Notwithstanding the foregoing, Citi and its affiliates (including the Issuer and any such affiliates of the Issuer) have previously agreed to share revenue in respect of any Notes based on the respective contributions by such Citi companies, including the provision by such affiliate(s) of Services. Accordingly, a portion of the revenue received by the Issuer from you in respect of the Notes is allocable to such affiliate(s) and is received by the Issuer on behalf of such affiliate(s). For a list of affiliates providing Services in specific countries, please see <https://www.citibank.com/icg/docs/Affiliates.pdf>.

IMPORTANT – EEA Retail Investors – Other than as provided in the Pricing Supplement, the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (**EEA**). For these purposes, a **retail investor** means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); or (ii) a customer within the meaning of Directive (EU) 2016/97 (the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the **EU Prospectus Regulation**). Consequently, save in relation to any jurisdiction(s) or period(s) for which the "*Prohibition of Sales to EEA Retail Investors*" is specified to be not applicable in any Pricing Supplement, no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

IMPORTANT – UK Retail Investors – Other than as provided in the Pricing Supplement, the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom. For these purposes, a "**retail investor**" means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA and regulations made thereunder; (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (as amended, the **FSMA**) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA and regulations made thereunder; or (iii) not a qualified investor as defined in the UK Prospectus Regulation. Consequently, save in relation to any jurisdiction(s) or period(s) for which the "*Prohibition of Sales to UK Retail Investors*" is specified to be not applicable in any Pricing Supplement, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA and regulations made thereunder (the **UK PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the United Kingdom has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the United Kingdom may be unlawful under the UK PRIIPs Regulation.

MiFID II product governance – A determination will be made in relation to each issue of Notes about whether, for the purpose of the Product Governance rules under EU Delegated Directive 2017/593 (the **MiFID Product Governance Rules**), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purposes of the MiFID Product Governance Rules.

UK MiFIR product governance – A determination will be made in relation to each issue of Notes about whether, for the purpose of the Product Governance rules under the FCA Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance Rules**), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger

nor the Dealers nor any of their respective affiliates will be a manufacturer for the purposes of the UK MiFIR Product Governance Rules.

Unless otherwise provided, in connection with any issue of Notes in respect of which Citigroup Global Markets Limited is the manufacturer (for the purposes of the UK MiFIR Product Governance Rules), it has prepared the following Target Market Assessment and Distribution Strategy https://www.citibank.com/icg/global_markets/docs/Target-Market-and-Distribution-Strategy-UK-EEA.pdf. Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the manufacturer's target market assessment and distribution strategy; however, a distributor subject to MiFID II or the UK MiFIR Product Governance Rules is responsible for (i) undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment); and (ii) determining appropriate distribution channels.

Notification under Section 309B(1)(c) of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the SFA) – Unless otherwise stated in the Pricing Supplement in respect of any Notes, all Notes issued or to be issued under the Programme shall be capital markets products other than prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) and Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

U.S. INFORMATION

This Offering Circular is being submitted in the United States to a limited number of QIBs only for informational use solely in connection with the consideration of the purchase of Notes issued by Citigroup Inc. or CGMHI being offered hereby. Its use for any other purpose in the United States is not authorised. It may not be copied or reproduced in whole or in part nor may it be distributed or any of its contents disclosed to anyone other than the prospective investors to whom it is originally submitted.

Notes may be offered or sold within the United States only if the applicable Pricing Supplement specifies that they are being offered in reliance on Rule 144A and then only to QIBs in transactions exempt from registration under the Securities Act. Each U.S. purchaser of Notes is hereby notified that the offer and sale of any Notes to it is being made in reliance upon the exemption from the registration requirements of the Securities Act provided by Rule 144A and one or more exemptions and/or exclusions from regulation under the CEA.

Each purchaser or holder of Notes will be deemed, by its acceptance or purchase of any such Notes, to have made certain representations and agreements intended to restrict the resale or other transfer of such Notes as set out in "*Subscription and Sale and Transfer and Selling Restrictions*". Unless otherwise stated, terms used in this "U.S. Information" section have the meanings given to them in "*Form of the Notes*".

Notwithstanding any limitation on disclosure by any party provided for herein, or any other provision of this Offering Circular and its contents or any associated Pricing Supplement, and effective from the date of commencement of any discussions concerning any of the transactions contemplated herein (the **Transactions**), any party (and each employee, representative, or other agent of any party) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the Transactions and all materials of any kind (including opinions or other tax analyses) that are provided to it relating to such tax treatment and tax structure, except to the extent that any such disclosure could reasonably be expected to cause this Offering Circular, any associated Pricing Supplement, or any offering of Notes thereunder not to be in compliance with securities laws. For purposes of this paragraph, the tax treatment of the Transactions is the purported or claimed U.S. federal income tax treatment of the Transactions, and the tax structure of the Transactions is any fact that may be relevant to understanding the purported or claimed U.S. federal income tax treatment of the Transactions.

AVAILABLE INFORMATION

Citigroup Inc. has, in respect of Notes issued by it, undertaken in a deed poll dated 21 December 2015 (the Citigroup Inc. Rule 144A Deed Poll) and CGMHI and Citigroup Inc. have, in respect of Notes issued by CGMHI, undertaken in a deed poll dated 21 December 2015 (the CGMHI Rule 144A Deed Poll and, together with the Citigroup Inc. Rule 144A Deed Poll, the Rule 144A Deed Polls) to furnish, upon the request of a holder of any Notes offered and sold in reliance on Rule 144A or any beneficial interest therein, to such holder or to a prospective purchaser designated by them, the information required to be delivered under Rule 144A(d)(4) under the Securities Act if, at the time of the request, Citigroup Inc. is neither a reporting company under Section 13 or 15(d) of the U.S. Securities Exchange Act of 1934, as amended (the Exchange Act), nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder.

NOTICE TO RESIDENTS IN THE KINGDOM OF SAUDI ARABIA

This document may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted under the Rules on the Offer of Securities and Continuing Obligations issued by the Capital Market Authority of the Kingdom of Saudi Arabia (the CMA).

The CMA does not make any representation as to the accuracy or completeness of this document and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. Prospective purchasers of Notes should conduct their own due diligence on the accuracy of the information relating to the Notes. If you do not understand the contents of this document, you should consult an authorised financial adviser.

NOTICE TO RESIDENTS IN THE KINGDOM OF BAHRAIN

In relation to investors in the Kingdom of Bahrain, Notes issued in connection with this Offering Circular and related offering documents must only be offered in registered form to existing accountholders and accredited investors (each as defined by the Central Bank of Bahrain (the **CBB**)) in the Kingdom of Bahrain where such investors make a minimum investment of at least U.S.\$100,000 or the equivalent amount in any other currency or such other amount as the CBB may determine.

This Offering Circular does not constitute an offer of securities in the Kingdom of Bahrain pursuant to the terms of Article (81) of the Central Bank and Financial Institutions Law 2006 (Decree Law No. 64 of 2006). This Offering Circular and related offering documents have not been and will not be registered as a prospectus with the CBB. Accordingly, no Notes may be offered, sold or made the subject of an invitation for subscription or purchase nor will this Offering Circular or any other related document or material be used in connection with any offer, sale or invitation to subscribe or purchase Notes, whether directly or indirectly, to persons in the Kingdom of Bahrain, other than as marketing to accredited investors for an offer outside the Kingdom of Bahrain.

The CBB has not reviewed, approved or registered this Offering Circular or related offering documents and it has not in any way considered the merits of the Notes to be marketed for investment, whether in or outside the Kingdom of Bahrain. Therefore, the CBB and the Bahrain Bourse assume no responsibility for the accuracy and completeness of the statements and information contained in this Offering Circular and expressly disclaims any liability whatsoever for any loss howsoever arising from reliance upon the whole or any part of the content of this Offering Circular.

Any offer of Notes to investors in the Kingdom of Bahrain will be made by way of private placement. No offer of Notes will be made to the public in the Kingdom of Bahrain and this Offering Circular must be read by the addressee only and must not be issued, passed to, or made available to the public generally. All offers of Notes to investors in the Kingdom of Bahrain are therefore intended for "accredited investors" only and in addition may only be offered to investors in the Kingdom of Bahrain in minimum subscriptions of U.S.\$100,000 (or the equivalent amount in any other currency or such other amount as the CBB may determine). **accredited investors** are defined as:

- individuals holding financial assets (either singly or jointly with their spouses) of U.S.\$1,000,000 or more, excluding that person's principal place of residence;
- companies, partnerships, trusts or other commercial undertakings, which have financial assets available for investment of not less than U.S.\$1,000,000; or
- governments, supranational organisations, central banks or other national monetary authorities, and state organisations whose main activity is to invest in financial instruments (such as state pension funds).

In relation to an offer of Notes in the Kingdom of Bahrain, each of the responsible persons (as set out under "Responsibility Statement" above) accepts responsibility for the information given in this Offering Circular specified in respect of such person under "Responsibility Statement" and confirms that, having taken all reasonable care to ensure that such is the case, such information contained in this Offering Circular is, to the best of their knowledge, in accordance with the facts and does not omit anything likely to affect its import.

NOTICE TO RESIDENTS IN THE STATE OF QATAR

Under no circumstances shall the Notes be offered, sold or delivered, at any time, directly or indirectly, in the State of Qatar (including the Qatar Financial Centre) in a manner that would constitute a public offering. This Offering Circular is not intended to constitute an offer, sale or delivery of interest in any securities under the laws of the State of Qatar including the rules and regulations of the Qatar Central Bank (QCB), Qatar Financial Centre Authority (QFCA), Qatar Financial Centre Regulatory Authority (QFCRA) and the Qatar Financial Markets Authority (QFMA). This Offering Circular has not been and will not be reviewed or approved by or registered with the QCB, the Qatar Stock Exchange, the QFCRA or the QFMA in accordance with their regulations or any other regulations in the State of Qatar (including the regulations of the Qatar Financial Centre). Therefore, to the extent that this Offering Circular is issued or otherwise made available in the State of Qatar, it is being issued on a strictly private and confidential basis to less than two hundred sophisticated investors in the State of Qatar who are willing and able to conduct an independent review of the risks involved in an investment of this nature. In the State of Qatar it may not be reproduced or used for any other purpose nor provided to any other person other than the recipient thereof. The Notes are not and will not be traded on the Qatar Stock Exchange. The Notes and interests therein do not constitute debt financing in the State of Qatar (including the Qatar Financial Centre) under the Commercial Companies Law No. (11) of 2015 or otherwise under the laws of the State of Qatar (including the regulations of the Qatar Financial Centre). The information contained in this Offering Circular does not, and is not intended to, constitute a public or general offer or other invitation in respect of units in a collective investment scheme or other securities in the State of Qatar or the Qatar Financial Centre and is only intended for specific recipients, in compliance with the foregoing.

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OVERVIEW OF THE PROGRAMME

This overview must be read as an introduction to this Offering Circular and is provided as an aid to investors when considering whether to purchase Notes but is not a substitute for the Offering Circular. Any decision to invest in any Notes should be based on a consideration of the Offering Circular as a whole (including the documents incorporated by reference) and the applicable Pricing Supplement.

Words and expressions defined in the Terms and Conditions and in the applicable Pricing Supplement shall have the same meanings herein.

Issuers: Each of Citigroup Inc., Citibank, N.A., Citigroup Global Markets Holdings Inc. and Citigroup Global Markets Funding Luxembourg S.C.A. acting severally and, in relation to any Series, as specified in the applicable Pricing Supplement.

Issuers' Legal Entity Identifiers (LEI):	Citigroup Inc.: 6SHGI4ZSSLCXXQSBB395 Citibank, N.A.: E57ODZWZ7FF32TWEFA76 Citigroup Global Markets Holdings Inc.: 82VOJDD5PTRDMVVMG V31 Citigroup Global Markets Funding Luxembourg S.C.A.: 549300EVRWDWFJUNNP53
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Description and Business of each Issuer:

Description of Citigroup Inc.: Citigroup Inc. is a holding company and services its obligations primarily by earnings from its operating subsidiaries. The principal offices for Citigroup Inc. are located at 388 Greenwich Street, New York, NY 10013, and its telephone number is + 1 212 559-1000. Citigroup Inc. was established as a corporation incorporated in Delaware on 8 March 1988 with perpetual duration pursuant to the Delaware General Corporation Law with file number 2154254.

Business of Citigroup Inc.: Citigroup Inc. is a global diversified financial services holding company whose businesses provide consumers, corporations, governments and institutions with a broad, yet focussed, range of financial products and services. Citigroup Inc. has approximately 200 million customer accounts and does business in nearly 160 countries and jurisdictions. As of the first quarter of 2022, Citigroup implemented a change in its operating segments and reporting units to reflect its recent strategic refresh. As a result, Citigroup is managed pursuant to three operating segments: *Institutional Clients Group*, *Personal Banking and Wealth Management* and *Legacy Franchises*. Activities not assigned to the operating segments are included in *Corporate/Other*.

Description of Citibank, N.A.: Citibank, N.A. (CBNA) is a commercial bank and an indirect wholly-owned subsidiary of Citigroup Inc., a Delaware holding company. CBNA is an affiliate of Citigroup Global Markets Limited, which is an indirect subsidiary of Citigroup Inc.. As of 31 December 2021, the total assets of CBNA and its consolidated subsidiaries represented approximately 73 per cent. of the total assets of Citigroup Inc. and its consolidated subsidiaries.

OVERVIEW OF THE PROGRAMME

Business of Citibank, N.A.:	CBNA's principal offerings include investment banking, commercial banking, cash management, trade finance and e-commerce; private banking products and services; consumer finance, credit cards and mortgage lending; and retail banking products and services.
Description of CGMHI:	Citigroup Global Markets Holdings Inc. (CGMHI) was incorporated in New York on 23 February 1977 and is the successor to Salomon Smith Barney Holdings Inc. The principal offices of CGMHI are located at 388 Greenwich Street, New York, New York 10013, and its telephone number is + 1 212 559-1000. On 7 April 2003, CGMHI filed a Restated Certificate of Incorporation, changing its name from Salomon Smith Barney Holdings Inc. to Citigroup Global Markets Holdings Inc.
Business of CGMHI:	CGMHI, operating through its subsidiaries, engages in full-service investment banking and securities brokerage business.
Description of CGMFL:	Citigroup Global Markets Funding Luxembourg S.C.A (CGMFL), a corporate partnership limited by Shares (<i>société en commandite par actions</i>) incorporated on 24 May 2012 under Luxembourg law for an unlimited duration with its registered office at 31, Z.A. Bourmicht, L-8070 Bertrange, Grand Duchy of Luxembourg, telephone number +352 45 14 14 447 and registered with the Register of Trade and Companies of Luxembourg (<i>Registre de Commerce et des Sociétés, Luxembourg</i>) under number B 169.199.
Business of CGMFL:	The business activities of CGMFL consist primarily of granting loans or other forms of funding directly or indirectly in whatever form or means to Citigroup Global Markets Limited and any other entities in the same group.
Arranger:	Citigroup Global Markets Limited
Dealers:	Citigroup Global Markets Limited Citigroup Global Markets Inc. Citigroup Global Markets Europe AG
Issuing and Fiscal Agent and principal paying agent:	Citibank, N.A., London branch
Swedish Securities Issuing and Paying Agent:	Citibank Europe Plc (Sweden Branch)
Finnish Securities Issuing and Paying Agent:	Nordea Bank Finland Plc.
French Securities Issuing and Paying Agent:	Citibank Europe Plc
CMU Lodging and Paying Agent:	Citicorp International Limited
Risk Factors:	Prospective purchasers should ensure to carefully read and consider the risks relating to the Issuer, (where the Issuer is CGMHI) the CGMHI Guarantor and (where the Issuer is CGMFL) the CGMFL Guarantor and the risks relating to the Notes set out in " <i>Risk Factors</i> " below. Prospective purchasers should consult their own financial and

legal advisers about risks associated with investment in any Notes and the suitability of investing in any Notes in light of their particular circumstances.

There are certain factors that may affect Citigroup Inc.'s ability to fulfil its obligations under any Notes issued by it or as guarantor in respect of Notes issued by CGMHI, including that such ability is dependent on the earnings of Citigroup Inc.'s subsidiaries, that Citigroup Inc. may be required to apply its available funds to support the financial position of its banking subsidiaries, rather than fulfil its obligations under the Notes, that Citigroup Inc.'s business may be affected by economic conditions, credit, market and market liquidity risk, by competition, country risk, operational risk, fiscal and monetary policies adopted by relevant regulatory authorities, reputational and legal risks and certain regulatory considerations.

There are certain factors that may affect CBNA's ability to fulfil its obligations under any Notes issued by it, including, but not limited, to that the FDIC has broad power to override acceleration rights of the holders in a conservatorship or receivership of CBNA, that CBNA faces ongoing significant regulatory changes and uncertainties in the U.S. and in non-U.S. jurisdictions in which it operates, and such changes may negatively impact the management of its business, results of its operations and its ability to compete, and that CBNA is subject to capital adequacy and liquidity rules, and if it fails to meet these rules, its financial condition would be adversely affected.

CGMHI is a holding company that does not engage in any material amount of business activities that generate revenues. CGMHI services its obligations primarily with dividends and advances from its subsidiaries. Its subsidiaries that operate in the securities businesses can only pay dividends if they are in compliance with applicable regulatory requirements imposed on them by federal and state regulatory authorities. Their respective subsidiaries may also be subject to credit agreements that also may restrict their ability to pay dividends. If such subsidiaries do not realise sufficient earnings to satisfy applicable regulatory requirements, or if such requirements are changed to further restrict the ability of such subsidiaries to pay dividends to CGMHI, CGMHI's ability to fulfil its obligations under Notes issued by it may be adversely affected. Notes issued by CGMHI will have the benefit of a guarantee of Citigroup Inc. Notwithstanding the foregoing, prospective investors should note that the Events of Default in respect of the CGMHI Guarantor are limited to the events stated in Conditions 9(a)(i) and 9(a)(ii) of the General Conditions of the Notes relating to default in payment of principal or interest in respect of the Notes but will not include the insolvency or bankruptcy of the CGMHI Guarantor (or any similar event), any other default of the CGMHI Guarantor or the CGMHI Deed of Guarantee being (or being claimed not to be) in full force and effect. Therefore, even though the CGMHI Guarantor may be declared insolvent or have entered into bankruptcy proceedings or disclaimed the CGMHI Deed of Guarantee, holders of Notes issued by CGMHI will not be able to trigger an Event of Default under the Notes and thus will not be able to cause the Notes to be immediately due and payable, and the Notes will not redeem until maturity (unless there has been an Event of Default due to non payment of interest or principal or bankruptcy or other default of CGMHI in the meantime or the occurrence of any other applicable event triggering an early

OVERVIEW OF THE PROGRAMME

redemption of the Notes). It is possible that holders may receive a lower return at maturity than if they were able to accelerate the Notes for immediate repayment in such circumstances.

There are certain factors that may affect CGMFL's ability to fulfil its obligations under the Notes issued by it, including that such ability is dependent on the group entities to which it lends and funds raised through the issue of the Notes performing their obligations in respect of such funding in a timely manner. In addition, such ability and CGMFL's ability to fulfil its obligations as guarantor in respect of Notes issued by CGMFL is dependent on economic conditions, credit, market and market liquidity risk, by competition, country risk, operational risk, fiscal and monetary policies adopted by relevant regulatory authorities, reputational and legal risks and certain regulatory considerations.

The unavailability, disruption or discontinuance of any interest rate to which the Notes are linked will result in the application of certain fallback provisions (as described in the Conditions of the Notes) which may result in the replacement of the relevant interest rate with a replacement rate (plus an adjustment spread, if applicable) or it may be determined by reference to quotations from third party banks or in the Calculation Agent's or Determination Agent's discretion or by alternative methods (as further described in the Conditions). There is a risk that any such replacement or determination may result in lower amounts payable to investors and a reduction in the market value of the Notes.

The relevant Issuer will have the option to vary settlement in relation to certain Notes if so indicated in the applicable Pricing Supplement.

An investment in Notes, the payments and/or deliveries in respect of which is/are determined by reference to one or more values of security indices, inflation indices, commodity indices, commodities, shares, depositary receipts, exchange traded funds, mutual funds, currencies, warrants, proprietary indices (which may be linked or referenced to one or more asset classes), dividend futures contracts, interest rates or other bases of reference or formulae (the **Underlying(s)**), either directly or inversely, or, in the case of Reference Asset Linked Notes or Credit Linked Notes, the credit of one or more specified entities (each a **Reference Entity**) or which may be redeemable for certain assets may entail significant risks and, in the case of Underlying Linked Notes, Reference Asset Linked Notes or Credit Linked Notes, risks that are not associated with an investment in a debt instrument with a fixed principal amount and which bears interest at either a fixed rate or at a floating rate determined by reference to published interest rate references. The risks of a particular Note will depend on the terms of such Note, but may include, without limitation, the possibility of significant changes in the prices of the relevant Underlying(s) or creditworthiness of the relevant Reference Entity(ies), as applicable and, in the case of Reference Asset Linked Notes or Credit Linked Notes referencing a local access jurisdiction Reference Entity, risks associated with such jurisdictions, including potential risks of volatility, governmental intervention and the lack of a developed system of law. Such risks generally depend on factors over which none of the relevant Issuer and, where the relevant Issuer is CGMHI, the CGMHI Guarantor or where the relevant Issuer is CGMFL, the CGMFL Guarantor, has control and which cannot readily be foreseen, such as economic and

political events and the supply of and demand for the relevant Underlying(s). In recent years, currency exchange rates and prices for various Underlying(s) and the creditworthiness of various entities which may constitute Reference Entities have been highly volatile, and such volatility may be expected in the future. Fluctuations in any such rates or prices that have occurred in the past are not necessarily indicative, however, of fluctuations that may occur during the term of any Note. The risk of loss as a result of the linkage to the relevant Underlying(s) or Reference Entity(ies), as applicable, can be substantial.

Investors should note that the Notes (including those which provide for a minimum redemption value to be paid at maturity) are subject to the credit risk of the relevant Issuer and, where the relevant Issuer is CGMHI, the credit risk of the CGMHI Guarantor or, where the Issuer is CGMFL, the credit risk of the CGMFL Guarantor. Furthermore, the Notes may be sold, redeemed or repaid early, and if so, the price for which a security may be sold, redeemed or repaid early may be less than the investor's initial investment.

PROSPECTIVE INVESTORS MUST REVIEW THE APPLICABLE PRICING SUPPLEMENT TO ASCERTAIN WHAT THE RELEVANT UNDERLYING(S) OR REFERENCE ENTITY(IES) ARE AND TO SEE HOW ANY AMOUNTS PAYABLE AND/OR ASSETS DELIVERABLE ARE DETERMINED AND WHEN ANY SUCH AMOUNTS ARE PAYABLE AND/OR ASSETS ARE DELIVERABLE, AS THE CASE MAY BE, BEFORE MAKING ANY DECISION TO PURCHASE ANY NOTES.

Type: Notes may (i) bear interest at a fixed rate or a floating rate; (ii) not bear interest; (iii) bear interest calculated by reference to one or more Underlying(s) and/or (iv) have a specified redemption amount or provide that the redemption amount is calculated by reference to one or more Underlying(s) or Reference Entity(ies). In addition, Notes which have any combination of the foregoing features may also be issued.

Interest periods, rates of interest and the terms of and/or amounts payable or deliverable in respect of the Notes will be specified in the applicable Pricing Supplement.

Maturities: Any maturity as specified in the applicable Pricing Supplement.

Denominations: Such denominations specified in the applicable Pricing Supplement.

Form: Notes may be issued in registered form or in dematerialised and uncertificated book entry form, all as described in "*Form of the Notes*".

Registered Notes will initially either be represented by a Global Registered Note Certificate, which, in the case of Registered Notes held in DTC, the CMU, Euroclear and/or Clearstream, Luxembourg, will initially be registered in the name of a nominee for DTC or Euroclear and Clearstream, Luxembourg or in the name of the HKMA as operator of the CMU, or will be represented by definitive Registered Note Certificates.

OVERVIEW OF THE PROGRAMME

Interests in a Global Registered Note Certificate registered in the name of a nominee for one or more clearing system(s) will be transferable through the relevant clearing system(s). Global Registered Note Certificates will be exchangeable for definitive Registered Note Certificates as described under "*Form of the Notes*" below.

In addition, indirect interests in Notes may be represented via the dematerialised CREST Depository Interest (**CDI**) mechanism and settled in CREST.

Notwithstanding the foregoing, Swedish Notes will be issued in dematerialised book entry form in accordance with the SFIA Act, other applicable Swedish legislation and the rules and regulations applicable to, and/or issued by, Euroclear Sweden. No global or definitive Swedish Notes will be issued.

Notwithstanding the foregoing, Finnish Notes will be issued in uncertificated and dematerialised book entry form and not be issued in global or definitive form and Finnish Notes of one Specified Denomination may not be changed for Finnish Notes of another Specified Denomination.

Notwithstanding the foregoing, French Law Notes are issued in dematerialised form and must at all times be in book-entry form in compliance with Articles L.211-3 and R.211-1 of the French Code monétaire et financier. French Law Notes shall constitute "obligations" within the meaning of Article L.213-5 of the French Code monétaire et financier. No global or definitive French Law Notes will be issued. The French Law Notes will be transferable only in accordance with the rules and procedures of Euroclear France. French Law Notes may be issued, at the option of the Issuer, in either: (i) bearer dematerialised form (au porteur), which will be inscribed in the books of Euroclear France which shall credit the accounts of an accountholder (being any authorised financial intermediary institution entitled to hold accounts directly or indirectly on behalf of its customers with Euroclear France) (the **Euroclear France Accountholder**); or (ii) in registered dematerialised form (au nominatif) and, at the option of the Noteholder in either administered registered form (au nominatif administré) inscribed in the books of a Euroclear France Accountholder (and mirroring the inscriptions in the books maintained by the Issuer or the French Law Securities Registration Agent acting on behalf of the Issuer, if applicable) or in fully registered form (au nominatif pur) inscribed in an account held by Euroclear France and in the books maintained by the Issuer (or the French Law Securities Registration Agent acting on behalf of the Issuer, if applicable).

Withholding Tax:

Payments in respect of the Notes will be made free and clear of withholding taxes of the United States in the case of Citigroup Inc., CBNA, CGMHI and the CGMHI Guarantor, Luxembourg in the case of CGMFL, or United Kingdom in the case of CGMFL Guarantor, in each case except as required by law. In that event, additional interest will be payable in respect of such taxes, subject to specified exceptions.

Redemption:

The applicable Pricing Supplement will specify the redemption amount or the basis for its calculation and will indicate whether the

Notes can be redeemed prior to their stated maturity (other than Notes redeemable in instalments or following an Event of Default or on an illegality or for taxation reasons or following the occurrence of an Administrator/ Benchmark Event or a Reference Rate Event or, in the case of Notes, the payments and/or deliveries in respect of which is/are determined by reference to an Underlying, following an Early Redemption Event) or, in the case of Reference Asset Linked Notes, following a Risk Event or, in the case of Credit Linked Notes, following a Credit Event or a Risk Event, or that such Notes will be redeemable prior to such stated maturity at the option of the relevant Issuer and/or the Noteholders upon giving notice on a date or dates specified prior to such stated maturity and at a price or prices and on such terms as are indicated in the applicable Pricing Supplement.

If "Mandatory Early Redemption Event" is specified as applicable in the applicable Pricing Supplement, then the applicable Pricing Supplement will specify what constitutes a "Mandatory Early Redemption Event" and, following the occurrence of a Mandatory Early Redemption Event the Notes will be redeemed and the Mandatory Early Redemption Amount will become payable.

The applicable Pricing Supplement may provide that Notes may be redeemed in two or more instalments of such amounts, on such dates and on such other terms as are indicated in such Pricing Supplement.

The optional early redemption of any Note issued by Citigroup Inc. that is included in Citigroup Inc.'s capital is subject to the approval of the Federal Reserve of the United States, which may not acquiesce in the early redemption of such Note unless it is satisfied that the capital position of Citigroup Inc. will be adequate after the proposed redemption. In addition, the optional early redemption of any Note that is included in Citigroup Inc.'s total loss absorbing capacity is subject to the approval of the Federal Reserve of the United States if, immediately after the optional early redemption, Citigroup Inc. would not meet its minimum long-term debt and total loss absorbing capacity requirements under Federal Reserve regulations.

Disrupted Days, Market
Disruption Events and
Adjustments:

In the case of Notes linked to one or more Underlying(s), the General Conditions and the Underlying Schedule(s) applicable to the relevant Underlying(s) contain provisions, as applicable, relating to events affecting the relevant Underlying(s), modification or cessation of the relevant Underlying(s), settlement disruption and market disruption provisions and provisions relating to subsequent corrections of the level of an Underlying (including, without limitation and where necessary, appropriate definitions of Disrupted Day, Market Disruption Event, Realisation Disruption Event, Adjustment Event, Early Redemption Event or equivalent provisions) and details of the consequences of such events. Such provisions may permit the relevant Issuer either to require the Calculation Agent to determine what adjustments should be made following the occurrence of the relevant event (which may include deferment of any required valuation or the substitution of another Underlying in place of the affected Underlying and/or, in the case of an increased cost of hedging, adjustments to pass onto Noteholders such increased cost of hedging (including, but not limited to, reducing any amounts payable or deliverable in respect of the Notes to reflect any such increased costs) and/or, in the case of Realisation Disruption, payment in the relevant local currency rather than in the relevant Settlement Currency, deduction of or payment by Noteholder of amounts in

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respect of any applicable taxes, delay of payments or deliveries, determination of relevant exchange rates taking into consideration all available relevant information and/or (where legally permissible) procuring the physical delivery of any Underlying(s) in lieu of cash settlement (or vice versa) and/or, in the case of mutual fund interests, adjustments to 'monetise' the mutual fund interest affected by the relevant Adjustment Event and adjust amounts payable under the Notes to account for such monetisation) or to cancel the Notes and to pay an amount determined as provided in "Illegality" below.

Where "Renminbi Currency Event" is specified as applicable in the applicable Pricing Supplement, the General Conditions contain provisions relating to Renminbi inconvertibility, non-transferability or illiquidity events. Such provisions permit deferral of payments, payment in a currency other than Renminbi and/or early redemption of the Notes.

Application of
Section 871(m) of the Code:

If amounts paid with respect to the Notes or any underlying hedging arrangements of the Issuer in respect of the Notes will be subject to U.S. withholding tax pursuant to Section 871(m) of the U.S. Internal Revenue Code of 1986, as amended, the Issuer may redeem the Notes. If the Notes are so redeemed, the Issuer, to the extent permitted by applicable law, will pay, in respect of each Note, an amount determined as provided in "Illegality" below.

Administrator/Benchmark
Event

If there is or will be a material change to a relevant benchmark, a relevant benchmark is permanently or indefinitely cancelled, any authorisation or registration or similar required in relation to the performance of any obligations in respect of the Notes is refused, not obtained or suspended or withdrawn, it is not commercially reasonable to continue to use the benchmark due to licensing restrictions or costs (unless the applicable Pricing Supplement specifies that "Administrator/Benchmark Event (Limb (3))" does not apply) or a relevant supervisor officially announces the benchmark is no longer representative of any relevant underlying market(s), then (i) the Calculation Agent may make such adjustments to the terms of the Notes as it determines appropriate to account for the relevant event (which may include selecting one or more successor benchmarks and making related adjustments to the Notes, including, if applicable, to reflect increased costs) or (ii) the Issuer may (if so specified in the applicable Pricing Supplement and at its option) redeem the Notes. If the Notes are redeemed, the Issuer will pay, in respect of each Note, an amount determined as provided in "Illegality" below.

Reference Rate Event

A Reference Rate Event will occur where (i) a Reference Rate has been or will be materially changed, has ceased or will cease to be provided permanently or indefinitely and there is no successor administrator or provider that will continue to provide such Reference Rate, or a regulator or other official sector entity has prohibited or will prohibit the use of or it is otherwise not permitted to use such Reference Rate in respect of the Notes; (ii) any authorisation or similar in respect of a Reference Rate or the administrator or sponsor of such Reference Rate has not been, or will not be, obtained or has been, or will be, refused or similar and as a result the Issuer or any other entity is not or will not be permitted under applicable law or regulation to use such Reference Rate to perform its or their obligations under the Notes; (iii) unless the applicable Pricing Supplement specifies that "Reference Rate Event

(Limb (iii))" does not apply, it is not commercially reasonable to continue use of a Reference Rate due to licensing restrictions or changes in licensing costs; (iv) the administrator or sponsor of a Reference Rate, any national, regional or other supervisory or regulatory authority which is responsible for either (a) supervising the administrator or sponsor of such Reference Rate or (b) regulating such Reference Rate, the central bank for the currency of such Reference Rate or other official body with applicable responsibility announcing that such Reference Rate is no longer, or as of a specified future date will no longer be, representative of any underlying market and economic reality that such Reference Rate is intended to measure and that representativeness will not be restored; or (v) a Reference Rate is the subject of any market-wide development in the over-the-counter derivatives market (which may be in the form of a protocol, publication of standard terms or otherwise by ISDA) pursuant to which such Reference Rate is or will be replaced with a replacement rate with respect to over-the-counter derivatives transactions which reference such Reference Rate.

The Calculation Agent or Determination Agent (as applicable) will seek to determine a replacement Reference Rate which must be one of the following: (a) where applicable, if a replacement Reference Rate can be determined by interpolating from other tenors of the relevant Reference Rate, such interpolated Reference Rate, together with an adjustment; (b) a pre-nominated replacement Reference Rate, together with an adjustment; (c) an index, benchmark, other price source or rate or fall-back rate or methodology for calculating an index, benchmark, other price source, rate or fall-back rate which is recognised or acknowledged as being an industry standard replacement for over-the-counter derivative transactions which reference such Reference Rate, together with an adjustment; or (d) an index, benchmark or other price source that the Calculation Agent or Determination Agent (as applicable) determines to be a commercially reasonable alternative for the relevant Reference Rate, together with an adjustment.

In the alternative, the Calculation Agent or Determination Agent (as applicable) may determine that no replacement Reference Rate is required or may adjust the terms of the Notes as it determines necessary or appropriate to account for the effect of such Reference Rate Event. Where applicable, if no such determination and/or adjustments are made, and if the Calculation Agent or Determination Agent (as applicable) determines that it is not possible or commercially reasonable to identify a replacement Reference Rate or calculate the relevant adjustment, the Issuer may redeem the Notes early.

The Calculation Agent or Determination Agent (as applicable) has powers to make amendments to the terms of the Notes as it considers are necessary and/or appropriate to account for the effect of the replacement Reference Rate, and to determine the level of the Reference Rate to apply in respect of the Notes on an interim basis.

Issue Price:	Such Issue Price as specified in the applicable Pricing Supplement.
Underlying Linked Notes:	To the extent specified in the applicable Pricing Supplement, payments will be calculated by reference to one or more Underlying(s) and/or formulae as specified in the applicable Pricing Supplement.

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Physical Delivery Notes: To the extent specified in the applicable Pricing Supplement, settlement may be by way of physical delivery of certain assets by an Intermediary as specified in the applicable Pricing Supplement.

In the case of Physical Delivery, if a Settlement Disruption Event occurs or exists on any due date for delivery of such assets, settlement will be postponed until the next Settlement Business Day in respect of which there is no Settlement Disruption Event. The Issuer or, where applicable, relevant Intermediary in these circumstances may elect to deliver the relevant Entitlement using such other commercially reasonable manner as it may select or may pay the Disruption Cash Redemption Amount *in lieu* of delivering the Entitlement.

If "Failure to Deliver due to Illiquidity" is specified as applying in the applicable Pricing Supplement and, at the relevant time, it is impossible or impracticable to deliver, when due, some or all of the assets otherwise due to be delivered, where such failure to deliver is due to illiquidity in the market for such assets, the Issuer or, where applicable, relevant Intermediary may pay the Failure to Deliver Redemption Amount *in lieu* of delivering some or all of such assets so affected.

In respect of Physical Delivery Notes, the Issuer or, where applicable, relevant Intermediary may, if the Calculation Agent determines that an Underlying comprises securities which are not freely tradeable, elect to substitute a substitute asset for the Underlying or not to deliver or procure the delivery of the relevant Underlying or the relevant substitute asset, but *in lieu* thereof to make a cash payment to the Noteholders equal to the fair market value of such Underlying or substitute asset not delivered.

Reference Asset Linked Notes:

To the extent specified in the applicable Pricing Supplement, payments and/or deliveries under the Notes will be dependent on the credit of the Reference Entity(ies) and whether a Risk Event occurs, which will result in redemption of the Notes. Events that will constitute a Risk Event for these purposes will be as specified in the applicable Pricing Supplement and may include, in summary, events such as bankruptcy of a Reference Entity; events in relation to obligations of a Reference Entity, for example, acceleration, failure to pay, default, restructuring (including as a result of governmental action) and repudiation; currency related events (which may arise from conversion, transaction and transfer issues or restrictions or the introduction of a new currency regime), ownership issues or restrictions with respect to certain Reference Entity assets or proceeds thereof, custodian events or RMB currency events.

LA Physical Settlement

To the extent specified in the applicable Pricing Supplement, settlement on redemption following a Risk Event may be by physical delivery of certain Reference Entity assets by the Issuer or an Intermediary, as specified in the Reference Asset Linked Conditions and the applicable Pricing Supplement. The amount of any such assets will be reduced to take into account Unwind Costs and may in certain circumstances be zero.

Delivery of the assets may be delayed if the Issuer is unable (whether due to impossibility, illegality or impracticality or otherwise) to procure delivery on or prior to the scheduled delivery date. Where the Issuer then determines that such delivery is impossible, illegal or impracticable that it would be in breach of any restriction and/or commercially unreasonable to obtain, hold or deliver assets and/or it is unable to deliver assets due to circumstances within the control of the Noteholder, the Issuer will instead cash settle the Notes in relation to the non-delivered assets by payment of an amount calculated by reference to the value of those assets and less Unwind Costs.

For the avoidance of doubt, the provisions for Physical Delivery Notes above do not apply in the case of Reference Asset Linked Notes.

LA Cash Settlement

To the extent specified in the applicable Pricing Supplement, settlement on redemption following a Risk Event will be by payment of a cash amount calculated by reference to (i) the value of certain Reference Entity assets, as specified in the Reference Asset Linked Conditions and the applicable Pricing Supplement or (ii) to the extent Fixed Recovery LA Redemption Amount is specified in the applicable Pricing Supplement, the amount specified therein. In each case such amount will be reduced to take into account Unwind Costs and may in certain circumstances be zero.

LA Zero Recovery

To the extent specified in the applicable Pricing Supplement, following a Risk Event the Notes will be cancelled forthwith, the Issuer's obligations will be immediately discharged and no amounts will be payable or assets deliverable to the Noteholders.

Regulatory Change Event and Tax Deduction Event

If the Calculation Agent determines (i) there are certain legal or regulatory changes or settlement or holding changes with respect to certain Reference Entity assets, or there is any request or directive from any governmental authority or government charged entity, which in any such case would result in certain taxes, charges, duties or other costs to a Reference Investor or (ii) unless Tax Deduction Event is specified as not applicable in the applicable Pricing Supplement, any taxes or duties (whether effective at or after the Trade Date) would arise in respect of any payment in respect of certain Reference Entity assets to a Reference Investor, payments and/or deliveries provided for under the Notes will be reduced to reflect such taxes, charges, duties or costs (as applicable).

Redemption and payment postponements

In certain circumstances if the Calculation Agent determines that a Risk Event may exist or may have occurred or a potential Risk Event may have occurred, redemption (whether in whole or in part) and any relevant interest payment under the Notes may be postponed as provided in the Reference Asset Linked Conditions (with no additional interest being payable in respect of the relevant delay). If the Notes are then redeemed for a Risk Event following such delay,

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the relevant postponed payments and/or deliveries will not then be made.

Merger Event

To the extent specified in the applicable Pricing Supplement, if the Calculation Agent determines that the Issuer and a Reference Entity have consolidated, amalgamated, merged, transferred all or substantially all of their assets to the other or become affiliates, the Notes will be redeemed early at an amount determined as provided in "Illegality" below.

Amendments in accordance with market convention

The Calculation Agent may amend the terms of the Notes in any manner necessary or desirable from the perspective of the Issuer, the Calculation Agent or any affiliate hedging the Issuer's obligations in respect of the Notes, for further credit derivative transaction documentation published by or on behalf of ISDA, the operation or application of Credit Derivatives Determinations Committees and/or to reflect or account for market practice for credit derivative transactions.

All payments and/or deliveries provided for under the Notes will be reduced to reflect such taxes, charges, duties or costs (as applicable).

Credit Linked Notes:

To the extent specified in the applicable Pricing Supplement, payments and/or deliveries under Credit Linked Notes will be dependent on the credit of the Reference Entity(ies) and whether a Credit Event or Risk Event (in respect of Local Access Single Name Credit Linked Notes and Local Access Basket Credit Linked Notes only) occurs, which will result in redemption of the Notes.

The types of Credit Events which may apply in relation to the specified Reference Entity will vary depending on the identity of each Reference Entity and will be determined by reference to market standards that will be specified in the applicable Pricing Supplement. Such events may include the bankruptcy of a Reference Entity; events in relation to obligations of a Reference Entity, for example, acceleration, failure to pay, default, restructuring (including as a result of governmental action) and repudiation or moratorium.

Risk Events include a Credit Event or an Additional Risk Event, which are indicative of defaults or risks specific to certain local access jurisdictions that apply to the relevant Local Access Single Name Credit Linked Notes and Local Access Basket Credit Linked Notes, and which may include currency related events (which may arise from conversion, transaction and transfer issues or restrictions or the introduction of a new currency regime), ownership issues or restrictions with respect to certain Reference Entity assets or proceeds thereof, custodian events, reference assets liquidation value trigger events, non-viability trigger events or market value trigger events.

Redemption if no Credit Event or Risk Event occurs

If no Credit Event or Risk Event occurs, and provided that the Credit Linked Notes are not otherwise redeemed early, repurchased or cancelled, each Credit Linked Note will be redeemed in full on the Scheduled Maturity Date or, if "Redemption by Instalments" is

specified to be applicable in the applicable Pricing Supplement, each Credit Linked Note will be partially redeemed on each Instalment Date and in full on the Scheduled Maturity Date.

Upon such redemption, the amount payable in respect of each Credit Linked Note that is redeemed in full on the Scheduled Maturity Date will be an amount equal to par or at a premium (in the case of Credit Linked Notes that are Zero Coupon Notes) or, if "Redemption by Instalments" is specified to be applicable in the applicable Pricing Supplement, the amount payable in respect of each Credit Linked Note shall be (i) the related Instalment Redemption Amount on each Instalment Date and (ii) the final Instalment Redemption Amount on the Scheduled Maturity Date, the sum of which shall be an amount equal to par or at a premium (in the case of Credit Linked Notes that are Zero Coupon Notes).

Redemption if a Credit Event or Risk Event occurs

If a Credit Event or Risk Event occurs in relation to Credit Linked Notes, redemption may occur (a) following the occurrence of such Credit Event or Risk Event, or (b) at maturity, despite the occurrence of such Credit Event or a Risk Event, as may be specified in the applicable Pricing Supplement.

In the case of (a) above, the Credit Linked Notes will be redeemed at the Credit Event Redemption Amount, with no further payment of principal or interest, if applicable, on the proportion of the Credit Linked Notes affected by the Credit Event or Risk Event, as applicable.

In the case of (b) above, interest will cease to accrue on, or be payable in respect of, such portion of the Credit Linked Notes affected by the Credit Event or Risk Event, as applicable. This will not affect any interest payable on the remaining portion of the Credit Linked Notes unaffected by such Credit Event or Risk Event, as applicable. Further, the Credit Payment on Maturity Amount (which reflects the incurred recoveries to be paid at maturity) will accrue interest based on the funding interest rate specified in the applicable Pricing Supplement. The Credit Linked Notes will be redeemed only at maturity in an amount equal to the Credit Event Redemption Amount. The Credit Event Redemption Amount is likely to be less than the par value of the Credit Linked Notes and may even be zero.

Redemption if any other early redemption event occurs

If the Credit Linked Notes are redeemed early in full (other than where a Credit Event, Risk Event, Merger Event or redemption in whole of the Reference Obligation has occurred), the Credit Linked Notes will be redeemed on the Early Redemption Date or Optional Redemption Date, as applicable, by payment of an amount equal to the Early Redemption Amount or Optional Redemption Amount, as applicable, with no further payment of principal or interest, if applicable, due in respect of such Credit Linked Notes.

Single Name Credit Linked Notes, Nth-to-Default Basket Credit Linked Notes or Linear Basket Credit Linked Notes

The redemption method that may apply for Single Name Credit Linked Notes, Nth-to-Default Basket Credit Linked Notes and Linear Basket Credit Linked Notes, as may be specified in the applicable

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Pricing Supplement, is either Auction Redemption, Cash Redemption, Physical Redemption or Fixed Recovery Redemption, with a fallback for either Cash Redemption or Physical Redemption.

Index Untranching Credit Linked Notes, Index Tranching Credit Linked Notes or Portfolio Tranching Credit Linked Notes

The redemption method that may apply for Index Untranching Credit Linked Notes, Index Tranching Credit Linked Notes or Portfolio Tranching Credit Linked Notes, as may be specified in the applicable Pricing Supplement, is either Auction Redemption, Cash Redemption or Fixed Recovery Redemption, with the only fallback being Cash Redemption. Physical Redemption is not relevant for these types of Credit Linked Notes.

Local Access Single Name Credit Linked Notes and Local Access Basket Credit Linked Notes

The redemption method that may apply for Local Access Single Name Credit Linked Notes and Local Access Basket Credit Linked Notes, as may be specified in the applicable Pricing Supplement, is either "LA Cash Redemption", "LA Physical Redemption" or "LA Fixed Recovery Redemption". There is no prescribed fallback for such product. Auction Redemption is not relevant for these types of Credit Linked Notes.

Auction Redemption

If Auction Redemption applies, settlement on redemption following a Credit Event will be by payment of the relevant redemption amount, which will be calculated by reference to a price determined by way of a credit derivatives auction administered by the auction administrators based on the auction settlement terms published by the DC Secretary.

In respect of Single Name Credit Linked Notes, Nth-to-Default Basket Credit Linked Notes, Linear Basket Credit Linked Notes and Index Untranching Credit Linked Notes, the redemption amount will be the product of (i) the Applicable Proportion of the Credit Linked Notes being redeemed, and (ii) the price (expressed as a percentage) determined through the auction for certain obligations of such Reference Entity, minus each Credit Linked Note's *pro rata* share of any unwind costs.

In respect of Index Tranching Credit Linked Notes and Portfolio Tranching Credit Linked Notes, the redemption amount will be an amount representing each Credit Linked Note's *pro rata* share of an amount equal to the product of (i) the Reference Entity Notional Amount of the Affected Reference Entity (and, in case of an M(M)R Restructuring, the Exercise Amount) and (ii) the recovery price (expressed as a percentage) determined through the Auction for certain obligations of such Reference Entity, minus any unwind costs.

Cash Redemption

If Cash Redemption applies, settlement on redemption following a Credit Event will be by payment of a cash amount determined on the basis of the bid quotations sought by the Calculation Agent from third party dealers for the eligible obligations of the relevant Reference

Entity selected by the Calculation Agent and satisfying certain specified obligation categories and obligation characteristics. However, if no quotations are obtained, the Calculation Agent will determine the final price acting in a commercially reasonable manner, which may even be zero.

In respect of Single Name Credit Linked Notes, Nth-to-Default Basket Credit Linked Notes, Linear Basket Credit Linked Notes and Index Untranchured Credit Linked Notes, the relevant redemption amount will be equal to the product of (i) the Applicable Proportion of the Credit Linked Notes being redeemed and (ii) the price (expressed as a percentage) determined on the basis of such bid quotations sought by the Calculation Agent from third party dealers for the Deliverable Obligations, minus each Credit Linked Note's *pro rata* share of any unwind costs.

In respect of Index Tranchured Credit Linked Notes and Portfolio Tranchured Credit Linked Notes, the redemption amount will be an amount representing each Credit Linked Note's *pro rata* share of an amount equal to the product of (i) the Reference Entity Notional Amount of the affected Reference Entity (and, in the case of an M(M)R Restructuring, the Exercise Amount) and (ii) the price (expressed as a percentage) determined on the basis of such bid quotations sought by the Calculation Agent from third party dealers for the Deliverable Obligations, minus any unwind costs.

LA Cash Redemption

In respect of Local Access Single Name Credit Linked Notes and Local Access Basket Credit Linked Notes only, and to the extent specified in the applicable Pricing Supplement, settlement on redemption following a Risk Event will be by payment of a cash amount determined on the basis of the highest bid quotation sought by the Calculation Agent from third party dealers for certain specified eligible assets of the relevant Reference Entity, which may be assets issued by the Reference Entity or assets selected by the Calculation Agent that would constitute a Deliverable. However, if no quotations are obtained, the Calculation Agent will determine the LA Recovery Amount acting in its sole discretion. Such amount shall be equal to the product of (i) the Applicable Proportion of the Credit Linked Notes being redeemed, and (ii) an amount equal to the LA Recovery Amount (plus, where "FX Forward Rate" applies, the Reference Assets FX Forward Termination Value, which may be a positive or a negative amount), minus each Credit Linked Note's *pro rata* share of any unwind costs.

Physical Redemption

If Physical Redemption applies, settlement on redemption following a Credit Event will occur via the physical delivery of assets to the Noteholders that represent each Credit Linked Note's *pro rata* share of obligations of the Reference Entity which falls within a specified category and have the specified characteristics set out in the applicable Pricing Supplement and which have an Outstanding Principal Balance or a Due and Payable Amount equal to the outstanding principal amount of the Credit Linked Notes following the occurrence of the Credit Event, minus any unwind costs, any delivery expenses that may be incurred by the Issuer in the physical settlement and any interest suspension shortfall amount.

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The Issuer may be required to make a payment in cash to the Noteholders where, for example, the assets to be physically delivered are not a whole integral multiple of the smallest unit of transfer or physical delivery is illegal or impossible or the necessary consents for transfer of the relevant Deliverable Obligation haven't been obtained.

LA Physical Redemption

In respect of Local Access Single Name Credit Linked Notes and Local Access Basket Credit Linked Notes only, and to the extent specified in the applicable Pricing Supplement, settlement on redemption following a Risk Event may be by physical delivery of certain Reference Entity assets by the Issuer that represent each Credit Linked Note's *pro rata* share of an amount equal to (i) the assets or obligations of the Reference Entity or assets selected by the Calculation Agent which constitute Deliverable Obligations and (ii) which have an Outstanding Principal Balance or a Due and Payable Amount equal to the outstanding principal amount of the Credit Linked Notes following the occurrence of the Risk Event, minus any unwind costs, any delivery expenses that may be incurred by the Issuer in the physical settlement and any interest suspension shortfall amount.

The Issuer may be required to make a payment in cash to the Noteholders where, for example, physical delivery is illegal or impossible due to circumstances outside the control of the Issuer or within the control of the Noteholders.

Fixed Recovery Redemption or LA Fixed Recovery Redemption

If Fixed Recovery Redemption or LA Fixed Recovery Redemption, settlement on redemption following a Credit Event or Risk Event, as applicable, would take place as if Cash Redemption or LA Cash Redemption, as applicable, apply to the Credit Linked Notes, except that the relevant redemption amount shall be the "Fixed Recovery Percentage" specified in the applicable Pricing Supplement.

The Fixed Recovery Percentage may be specified as zero, in which case Noteholders will lose all of their investment upon the occurrence of a Credit Event or Risk Event, as applicable.

Merger Event

Other than in respect of Nth-to-Default basket Credit Linked Notes, Index Untranchured Credit Linked Notes, Index Tranchured Credit Linked Notes or Portfolio Tranchured Credit Linked Notes and to the extent specified in the applicable Pricing Supplement, if the Issuer and/or Calculation Agent determines that the Issuer and a Reference Entity have consolidated, amalgamated, merged, transferred all or substantially all of their assets to the other or become affiliates, the Notes will be redeemed early at an amount determined as provided in the applicable Pricing Supplement.

Delivery Failure Event

If the Calculation Agent determines that it is impossible, impracticable or illegal for the Issuer to pay or for a Noteholder to accept payment of any cash amount in respect of the Credit Linked

Notes on the date intended for such payment, the obligation of the Issuer to pay the relevant amounts shall be postponed until such event no longer exists and, if the cut-off period specified in the applicable Pricing Supplement expires and such event still exists, the Issuer's obligation to pay the relevant amounts will be discharged in full.

Payment Failure Event

Other than with respect to Local Access Single Name Credit Linked Notes and Local Access Basket Credit Linked Notes, if the Calculation Agent determines that any relevant definitive notes or any deliverable obligation notice has not been delivered or the intended recipient has failed to execute a transfer document on or before any required delivery date in respect of the delivery of Physical Redemption Assets, the obligation of the Issuer to procure the delivery of such Physical Redemption Assets shall cease and, if specified to be applicable in the applicable Pricing Supplement, cash redemption shall be deemed to apply.

Illegality:

If the relevant Issuer determines that performance of its obligations under an issue of Notes or, where the Issuer is CGMHI, the CGMHI Guarantor determines that the performance of its obligations under the CGMHI Deed of Guarantee in respect of such Notes or, where the Issuer is CGMFL, the CGMFL Guarantor determines that the performance of its obligations under the CGMFL Deed of Guarantee in respect of such Notes or that any arrangements made to hedge the relevant Issuer's obligations under such Notes and/or, where the Issuer is CGMHI, the CGMHI Guarantor's obligations under such Notes and/or the CGMHI Deed of Guarantee and/or, where the Issuer is CGMFL, the CGMFL Guarantor's obligations under such Notes and/or the CGMFL Deed of Guarantee, as the case may be, has or will become unlawful, illegal or otherwise prohibited in whole or in part for any reason the relevant Issuer may redeem the Notes early and, if and to the extent permitted by applicable law, will pay, in respect of each Note, an amount equal to (1) where the Notes are Underlying Linked Notes, Reference Asset Linked Notes or Credit Linked Notes, the fair market value of such Note notwithstanding such illegality less the cost to the relevant Issuer and/or its affiliates of unwinding any underlying related hedging arrangements or such other amount calculated pursuant to the provisions of the applicable Pricing Supplement or in respect of Reference Asset Linked Notes, if Recovery Value is specified as applicable in the applicable Pricing Supplement, the LA Redemption Amount set out in the Reference Asset Linked Conditions but for which purpose, the LA Valuation Date shall be such date as is selected by the Calculation Agent and the applicable Recovery Value shall be determined pursuant to paragraph (a)(ii) of the definition thereof or (2) where the Notes are Zero Coupon Notes, the Early Redemption Amount determined as provided herein or (3) in respect of Notes other than Underlying Linked Notes, Reference Asset Linked Notes, Credit Linked Notes and Zero Coupon Notes, an amount calculated pursuant to the provisions of the applicable Pricing Supplement or, if not so specified, the principal amount.

Status of Notes:

Notes will constitute unsubordinated and unsecured obligations of the relevant Issuer.

Guarantee:

Notes issued by CGMHI only will be unconditionally and irrevocably guaranteed by the CGMHI Guarantor pursuant to the

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CGMHI Deed of Guarantee, and the CGMHI Deed of Guarantee will constitute direct, unconditional, unsubordinated and unsecured obligations of the CGMHI Guarantor and will rank *pari passu* (subject to mandatorily preferred debts under applicable laws) with all other outstanding, unsecured and unsubordinated obligations of the CGMHI Guarantor.

Notes issued by CGMFL only will be unconditionally and irrevocably guaranteed by the CGMFL Guarantor pursuant to the CGMFL Deed of Guarantee, and the CGMFL Deed of Guarantee will constitute direct, unconditional, unsubordinated and unsecured obligations of the CGMFL Guarantor and will rank *pari passu* (subject to mandatorily preferred debts under applicable laws) with all other outstanding, unsecured and unsubordinated obligations of the CGMFL Guarantor.

Notes issued by Citigroup Inc. and CBNA will not be guaranteed by any entity.

Events of Default:

Subject as provided below, Notes will contain certain events of default relating to, *inter alia*, non-payment, non-performance and certain insolvency events relating to the relevant Issuer and/or, where the Issuer is CGMFL, the CGMFL Guarantor.

If so specified in the applicable Pricing Supplement in respect of Notes issued by Citigroup Inc., the Events of Default will be limited to (i) failure to pay principal or interest for 30 days after it is due and (ii) certain events of insolvency or bankruptcy (whether voluntary or not). Where the above is applicable, only those specified Events of Default will provide for a right of acceleration of the Notes and no other event, including a default in the performance of any other covenant of Citigroup Inc., will result in acceleration.

Prospective investors should note that Events of Default in respect of the CGMHI Guarantor are limited to the events stated in Conditions 9(a)(i) and 9(a)(ii) of the General Conditions of the Notes relating to default in payment of principal or interest in respect of the Notes but will not include the insolvency or bankruptcy of the CGMHI Guarantor (or any similar event), any other default of the CGMHI Guarantor or the CGMHI Deed of Guarantee being (or being claimed not to be) in full force and effect. Therefore, even though the CGMHI Guarantor may be declared insolvent or have entered into bankruptcy proceedings or disclaimed the CGMHI Deed of Guarantee, holders of Notes issued by CGMHI will not be able to trigger an Event of Default under the Notes and thus will not be able to cause the Notes to be immediately due and payable, and the Notes will not redeem until maturity (unless there has been an Event of Default due to non-payment of interest or principal or bankruptcy or other default of CGMHI in the meantime or the occurrence of any other applicable event triggering an early redemption of the Notes). It is possible that holders may receive a lower return at maturity than if they were able to accelerate the Notes for immediate repayment in such circumstances.

Substitution:

In relation to any Notes, any relevant Issuer and, where the Issuer is CGMHI, the CGMHI Guarantor or, where the Issuer is CGMFL, the CGMFL Guarantor may, without consent of the holders but subject to certain conditions, substitute for itself in respect of such Notes or, as applicable, in respect of the CGMHI Deed of Guarantee or the

CGMFL Deed of Guarantee, any company which is, on the date of such substitution, in the opinion of the relevant Issuer, the CGMHI Guarantor or the CGMFL Guarantor, as the case may be, of at least equivalent standing and creditworthiness to it, and subject to certain other terms and conditions.

Clearing Systems: Euroclear, Clearstream, Luxembourg, Euroclear Sweden, Euroclear Finland and/or Euroclear France. In addition, the relevant Issuer may make an application for any Notes in registered form to be accepted for clearing in book entry form by DTC. The relevant Issuer may also make an application for any Notes to be accepted for clearance through the CMU. Indirect interests in Notes may be represented via the CDI mechanism and settled in CREST. The Notes may clear through any additional or alternative clearing system, as specified in the applicable Pricing Supplement.

Governing Law: English law, Irish law, French law or the laws of the State of New York as specified in the applicable Pricing Supplement, except that (i) the registration of Swedish Notes in Euroclear Sweden's system for the registration of financial instruments will be governed by, and construed in accordance with, Swedish law, (ii) the registration of Finnish Notes in Euroclear Finland's system for the registration of financial instruments will be governed by, and construed in accordance with, Finnish Law and (iii) the registration of French Cleared Notes and French Law Notes in Euroclear France's system for the registration of financial instruments will be governed by, and construed in accordance with, French law.

With regard to CGMFL and for the avoidance of doubt, Articles 470-1 to 470-19 of the Luxembourg law dated 10 August 1915 on commercial companies, as amended from time to time, are hereby excluded.

Listing and Trading: Application has been made for Notes issued under the Programme (i) to be admitted to trading on the Euro MTF and to be listed on the Official List of the Luxembourg Stock Exchange and (ii) in the case of Notes to be issued to qualified investors (within the meaning of the Prospectus Act 2019), to be admitted to trading on the Euro MTF Professional Segment and to be listed on the Official List of the Luxembourg Stock Exchange. Application has also been made for Notes issued under the Programme to be admitted to trading on the ISM. Application has also been made for Notes to be admitted to the Official List of Euronext Dublin and to trading on the Global Exchange Market of Euronext Dublin. Application may also be made for Notes issued under the Programme to be listed on the Vienna Stock Exchange and to be admitted to trading on the Vienna MTF. Notes may also be issued on the basis that they will not be listed or admitted to trading on any market. The Euro MTF, the ISM, the Global Exchange Market of Euronext Dublin and the Vienna MTF are not regulated markets for the purposes of MiFID II or UK regulated markets for the purposes of UK MiFIR. This Offering Circular has not been approved for the purpose of the admission to trading of any Notes on a market that is a regulated market in accordance with MiFID II or a UK regulated market in accordance with UK MiFIR.

Selling Restrictions: In relation to Notes: United States of America, the EEA, Australia, Austria, the Kingdom of Bahrain, Belgium, Brazil, Bulgaria, Canada, Chile, People's Republic of China, Colombia, Costa Rica, Republic

OVERVIEW OF THE PROGRAMME

of Cyprus, the Czech Republic, Denmark, the Dominican Republic, Dubai International Financial Centre, Ecuador, El Salvador, Finland, France, Guatemala, Honduras, Hong Kong Special Administrative Region, Ireland, Israel, Italy, The Grand Duchy of Luxembourg, The Netherlands, Japan, the State of Kuwait, Mexico, Norway, Oman, Panama, Paraguay, Peru, Poland, Portugal, the State of Qatar, Romania, the Russian Federation, the Kingdom of Saudi Arabia, Singapore, Slovakia, Sweden, Switzerland, Taiwan, the Republic of Turkey, the Kingdom of Thailand, the United Arab Emirates (excluding Dubai International Financial Centre), the United Kingdom and Uruguay. See "*Subscription and Sale and Transfer and Selling Restrictions*".

Compulsory Transfer or Redemption:

Where CBNA is the Issuer, if the Issuer determines at any time that any Note is legally or beneficially owned by a person that is not permitted to hold such Note pursuant to the terms set forth herein, the Issuer may direct the Noteholder to sell or transfer such Note to a person that is permitted to hold such Note within 14 days following receipt of notice of the direction. If the Noteholder fails to sell or transfer such Note within such period, the Issuer may at its discretion (x) cause such Note to be sold to an acquirer selected by the Issuer that certifies to the Issuer that such acquirer is permitted to hold such Note pursuant to the terms set forth herein, on terms as the Issuer may choose, subject to the purchaser representations and requirements and transfer restrictions set out herein, and, pending such transfer, no further payments will be made in respect of such Note or (y) give notice to the Noteholder that such Note will be redeemed by the Issuer at the Early Redemption Amount (as defined herein) on the date specified in such notice.

SUMMARY OF THE PROGRAMME FOR PURPOSES OF THE SWISS FINANCIAL SERVICES ACT (FINSA)

This summary constitutes a summary of the Offering Circular, for purposes of Articles 40(3) and 43 of the Swiss Financial Services Act (FinSA). This summary is to be read and understood as an introduction to the Offering Circular dated 28 July 2023 (as supplemented from time to time). The key information on the Notes and any public offers of the Notes will be supplemented in the applicable Pricing Supplement.

Any decision by an investor to invest in the Notes should not be based on this summary but on a consideration of this Offering Circular as a whole, including the documents incorporated by reference, and the applicable Pricing Supplement. This summary is therefore subject to the information contained in the remainder of the Offering Circular and the applicable Pricing Supplement.

Potential investors should be aware that any liabilities for this summary under Article 69 FinSA is limited to cases where the information contained herein is misleading, inaccurate or inconsistent when read together with the other parts of the Offering Circular and the applicable Pricing Supplement.

This summary has been prepared and is being provided solely for the purpose of an offer of the Notes in Switzerland pursuant to the FinSA and it must not be used for any other purpose or in any other context than for which it is prepared and provided. This summary must not be used for, or in connection with, and does not constitute any offer to, or solicitation by, any person in a jurisdiction other than Switzerland.

Issuers:

Citigroup Inc.

Citigroup Inc. was established as a corporation incorporated in Delaware on 8 March 1988 with perpetual duration pursuant to the Delaware General Corporation Law and is domiciled in New York, United States of America.

The Legal Entity Identifier (LEI) in respect of Citigroup Inc. is 6SHGI4ZSSLCXXQSBB395.

Citibank, N.A.

Citibank, N.A. was originally organised under the laws of the State of New York on 16 June 1812 and now is a national banking association organised under the National Bank Act of 1864 (Charter No. 1461). Citibank, N.A. is domiciled in Sioux Falls, United States of America.

The Legal Entity Identifier (LEI) in respect of Citibank, N.A. is E57ODZWZ7FF32TWEFA76.

Citigroup Global Markets Holdings Inc.

Citigroup Global Markets Holdings Inc. is a corporation organised under the laws of the State of New York and was incorporated in New York on 23 February 1977 and is domiciled in New York, United States of America.

The Legal Entity Identifier (LEI) in respect of Citigroup Global Markets Holdings Inc. is 82VOJDD5PTRDMVVMG V31.

Citigroup Global Markets Funding Luxembourg S.C.A.

Citigroup Global Markets Funding Luxembourg S.C.A. is a corporate partnership limited by shares (*société en commandite par actions*) incorporated on 24 May 2012 under Luxembourg law

SUMMARY OF THE PROGRAMME FOR PURPOSES OF THE SWISS FINANCIAL SERVICES ACT (FINSA)

for an unlimited duration and domiciled in Bertrange, Grand Duchy of Luxembourg.

The Legal Entity Identifier (LEI) in respect of Citigroup Global Markets Funding Luxembourg S.C.A. is 549300EVRWDWFJUNNP53.

Guarantors:

Citigroup Inc. in respect of Notes issued by Citigroup Global Markets Holdings Inc.

Citigroup Inc. was established as a corporation incorporated in Delaware on 8 March 1988 with perpetual duration pursuant to the Delaware General Corporation Law and is domiciled in New York, United States of America.

The Legal Entity Identifier (LEI) in respect of Citigroup Inc. is 6SHGI4ZSSLCXXQSBB395.

Citigroup Global Markets Limited in respect of Notes issued by Citigroup Global Markets Funding Luxembourg S.C.A.

Citigroup Global Markets Limited is a private company limited by shares and was incorporated in England and Wales on 21 October 1983 under the laws of England and Wales, including the Companies Act, and is domiciled in London, England.

The Legal Entity Identifier (LEI) in respect of Citigroup Global Markets Limited is XKZZ2JZF41MRHTR1V493.

Description of Notes:

The Notes issued under the Offering Circular and publicly offered in Switzerland constitute investment products and leverage products pursuant to the categorisation of the Swiss Structured Products Association SSPA.

The product types and products features are based on the categories and additional product features used in the SSPA Swiss Derivatives Map 2023 issued by the Swiss Structured Products Association SSPA (see <https://sspa.ch/en/>). The product types and product features are not universal and, in different markets and jurisdictions, different product types and product features may be used for the same product.

Pursuant to this Offering Circular, Notes may be issued whose return (in respect of any interest payable on such Notes and/or their redemption amount) is linked to one or more security indices, inflation indices, commodity indices, commodities, shares, depositary receipts, exchange traded fund (ETF) shares, mutual funds, currency exchange rates, warrants, proprietary indices, dividend futures contracts or rates, any other financial, economic or other measures or instruments including the occurrence or non-occurrence of any event or circumstance, a basket of the above or any combination of any of the above (**Underlyings**). The performance of the Notes will depend to a certain degree on the performance of such Underlyings.

Types of Notes:

The following product types may be issued under this Offering Circular and publicly offered in Switzerland:

- (a) Capital Protection Products (SSPA Category 11)

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- Capital Protection Note with Participation (SSPA Category 1100)
- Capital Protection Note with Barrier (SSPA Category 1130)
- Capital Protection Note with Twin Win (SSPA Category 1135)
- Capital Protection Note with Coupon (SSPA Category 1140)
- (b) Yield Enhancement Products (SSPA Category 12)
 - Discount Certificate (SSPA Category 1200)
 - Barrier Discount Certificate (SSPA Category 1210)
 - Reverse Convertible (SSPA Category 1220)
 - Barrier Reverse Convertible (SSPA Category 1230)
 - Conditional Coupon Reverse Convertible (SSPA Category 1255)
 - Conditional Coupon Barrier Reverse Convertible (SSPA Category 1260)
- (c) Participation Products (SSPA Category 13)
 - Tracker Certificate (SSPA Category 1300)
 - Outperformance Certificate (SSPA Category 1310)
 - Bonus Certificate (SSPA Category 1320)
 - Bonus Outperformance Certificate (SSPA Category 1330)
 - Twin Win Certificate (SSPA Category 1340)
- (d) Investment Products with Additional Credit Risk (SSPA Category 14)
 - Credit Linked Note (SSPA Category 1400)
 - Conditional Capital Protection Note with additional credit risk (SSPA Category 1410)
 - Yield Enhancement Certificate with additional credit risk (SSPA Category 1420)
 - Participation Certificate with additional credit risk (SSPA Category 1430)
- (e) Leverage Products (SSPA Category 20)

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- Warrant (SSPA Category 2100)
- Spread Warrant (SSPA Category 2110)
- Warrant with Knock-Out (SSPA Category 2200)
- Mini-Future (SSPA Category 2210)
- Constant Leverage Certificate (SSPA Category 2300)

Key information on the Notes: The key information on the Notes (including information on the offer) for a specific public offer of Notes in Switzerland will be set out in the applicable Pricing Supplement.

The applicable final Pricing Supplement for such Notes will be filed with the Review Body (as defined below) and published in accordance with the FinSA as soon as the Pricing Supplement for such Notes is available. Such Pricing Supplement is not subject to review or approval by the Review Body.

Key information on the public offer: The key information on a specific public offer of the Notes in Switzerland will be set out in the applicable Pricing Supplement.

Approval of the Offering Circular by the Review Body: This Offering Circular is dated 28 July 2023 and was approved on 28 July 2023 as a base prospectus within the meaning of Article 45 FinSA by SIX Exchange Regulation Ltd, Hardturmstrasse 201, 8005 Zurich, Switzerland (**Review Body**).

RISK FACTORS

In purchasing Notes, you assume the risk that the Issuer and, where CGMHI is the Issuer, the CGMHI Guarantor or where CGMFL is the Issuer, the CGMFL Guarantor may become insolvent or otherwise be unable to satisfy their obligations in respect of the Notes. There is a wide range of factors which individually or together could result in the Issuer and, where CGMHI is the Issuer, the CGMHI Guarantor or, where CGMFL is the Issuer, the CGMFL Guarantor becoming unable to satisfy their obligations in respect of the Notes. It is not possible to identify all such factors or to determine which factors are most likely to occur, as the Issuer and, where CGMHI is the Issuer, the CGMHI Guarantor or, where CGMFL is the Issuer, the CGMFL Guarantor may not be aware of all relevant factors and certain factors which they currently deem not to be material may become material as a result of the occurrence of events outside the Issuer's and, where CGMHI is the Issuer, the CGMHI Guarantor's or, where CGMFL is the Issuer, the CGMFL Guarantor's control. The Issuer and, where CGMHI is the Issuer, the CGMHI Guarantor or, where CGMFL is the Issuer, the CGMFL Guarantor have identified in this Offering Circular a number of factors which could materially adversely affect their businesses and ability to make payments due under, or to deliver assets on or in connection with, the Notes.

Each of the risks highlighted below could adversely affect the trading price of the Notes and, as a result, you could lose some or all of your investment.

In addition, factors which are material for the purpose of assessing the market risks associated with Notes issued under this Offering Circular are also described below.

You must read the detailed information set out elsewhere in this Offering Circular including any documents incorporated by reference herein and reach your own views prior to making any investment decision.

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RISKS RELATING TO CITIGROUP INC., CBNA, CGMHI, THE CGMHI GUARANTOR, CGMFL AND THE CGMFL GUARANTOR

Set out below are certain risk factors which could have a material adverse effect on the business, operations, financial condition or prospects of one or more of Citigroup Inc., CBNA, CGMHI, the CGMHI Guarantor, CGMFL and/or the CGMFL Guarantor and cause one or more of Citigroup Inc.'s, CBNA's, CGMHI's, the CGMHI Guarantor's, CGMFL's and/or the CGMFL Guarantor's future results to be materially different from expected results. Citigroup Inc.'s, CBNA's, CGMHI's, the CGMHI Guarantor's, CGMFL's and/or the CGMFL Guarantor's results could also be affected by competition and other factors. The factors discussed below should not be regarded as a complete and comprehensive statement of all potential risks and uncertainties Citigroup Inc.'s, CBNA's, CGMHI's, the CGMHI Guarantor's, CGMFL's and the CGMFL Guarantor's businesses face. Each of Citigroup Inc., CBNA, CGMHI, the CGMHI Guarantor, CGMFL and the CGMFL Guarantor has described only those risks relating to its operations that it considers to be material. There may be additional risks that Citigroup Inc., CBNA, CGMHI, the CGMHI Guarantor, CGMFL and/or the CGMFL Guarantor currently considers not to be material or of which it is not currently aware, and any of these risks could have the effects set forth above. You should note that you bear the Issuer's, the CGMHI Guarantor's (where the Issuer is CGMHI) and the CGMFL Guarantor's (where the Issuer is CGMFL) solvency risk.

RISK FACTORS

The ability of each of Citigroup Inc., CBNA, CGMHI, the CGMHI Guarantor and the CGMFL Guarantor to fulfil its obligations under the Notes issued by Citigroup Inc., CBNA, CGMHI or CGMFL, as the case may be, is dependent on the earnings of Citigroup Inc.'s subsidiaries.

CGMHI is a holding company that does not engage in any material amount of business activities that generate revenues. CGMHI services its obligations primarily with dividends and advances from its subsidiaries. Its subsidiaries that operate in the securities businesses can only pay dividends if they are in compliance with applicable regulatory requirements imposed on them by federal and state regulatory authorities. Its respective subsidiaries may also be subject to credit agreements that also may restrict their ability to pay dividends. If such subsidiaries do not realise sufficient earnings to satisfy applicable regulatory requirements, or if such requirements are changed to further restrict the ability of such subsidiaries to pay dividends to CGMHI. CGMHI's ability to fulfil its obligations under the Notes issued by it may be adversely affected and consequently the value of and return on such Notes may also be adversely affected.

There are certain factors that may affect CBNA's ability to fulfil its obligations under any Notes issued by it, including, but not limited, to that the FDIC has broad power to override acceleration rights of the holders in a conservatorship or receivership of CBNA, that CBNA faces ongoing significant regulatory changes and uncertainties in the U.S. and in non-U.S. jurisdictions in which it operates, and such changes may negatively impact the management of its business, results of its operations and its ability to compete, and that CBNA is subject to capital adequacy and liquidity rules, and if it fails to meet these rules, its financial condition would be adversely affected.

In addition, Citigroup Inc. (also the CGMHI Guarantor in respect of Notes issued by CGMHI) is a holding company that does not engage in any material amount of business activities that generate revenues. It services its obligations primarily with dividends and advances from its subsidiaries. The ability of such subsidiaries to pay dividends or advances are dependent on a number of factors. For example, certain of Citigroup Inc.'s subsidiaries have co-branding and private label credit card relationships with various retailers and merchants through Group-branded cards and retail services credit card businesses. The five largest of these relationships constituted an aggregate of approximately 11 per cent. of the revenues of Citigroup Inc. and its subsidiaries (together the **Group**) for 2019. These relationships could be negatively impacted by, among other things, the general economic environment, declining sales and revenues or other operational difficulties of the retailer or merchant, termination due to a breach by a Group entity or by the retailer or merchant, or other factors, including bankruptcies, liquidations, restructurings, consolidations and other similar events that would restrict the ability of the subsidiaries of Citigroup Inc. to pay dividends.

Moreover, Citigroup Inc.'s subsidiaries that operate in the banking, insurance and securities businesses can only pay dividends if they are in compliance with applicable regulatory requirements imposed on them by federal and state regulatory authorities. Respective subsidiaries may also be subject to credit agreements that also may restrict their ability to pay dividends. If such subsidiaries do not realise sufficient earnings to satisfy applicable regulatory requirements, or if such requirements are changed to further restrict the ability of such subsidiaries to pay dividends to Citigroup Inc., Citigroup Inc.'s ability to fulfil its obligations under the Notes issued by it and/or the CGMHI Deed of Guarantee may be adversely affected and consequently the value of and return on the Notes issued by it or CGMHI (which have the benefit of a guarantee of the CGMHI Guarantor) may also be adversely affected.

The subsidiaries of CGMHI and Citigroup Inc. are also exposed to concentrations of risk, particularly credit and market risk, as they routinely execute a high volume of securities, trading, derivative and foreign exchange transactions with non-U.S. sovereigns and with counterparties in the financial services industry. As regulatory or market developments continue to lead to increased centralisation of trading activities, these subsidiaries could also experience an increase in concentration of risk to these industries. These concentrations of risk could limit the effectiveness of any hedging strategies and cause the subsidiaries to incur significant losses, impacting their ability to pay dividends.

Further, such dividends and/or advances, whether to CGMHI or Citigroup Inc. (or both), may be affected by macroeconomic, geopolitical and other challenges, uncertainties and volatilities and the presence of certain subsidiaries in emerging markets. For example, numerous uncertainties have arisen in relation to the potential impact of the UK's exit from the European Union and the U.S. federal government's

indication that it may pursue protectionist trade and other policies. These and other global macroeconomic and geopolitical challenges have negatively impacted, and could continue to negatively impact, the businesses of CGMHI and/or Citigroup Inc.'s subsidiaries. The presence of certain subsidiaries in emerging markets subjects them to a number of risks, including sovereign volatility, foreign exchange controls and sanctions, and also increases their compliance and regulatory risks and costs. As a result, the dividends and/or advances subsidiaries are able to pay may be impacted which could have a negative effect on the ability of CGMHI or Citigroup Inc. to fulfil its obligations under the Notes and consequently the value of and return on such Notes may also be adversely affected.

The ability of CGMFL to fulfil its obligations under the Notes issued by it is dependent on CGML performing its counterparty obligations owed to CGMFL

CGMFL is subject to intra-group credit risk. From time to time, CGMFL enters into derivative transactions with CGML to offset or hedge its liabilities to Noteholders under Notes issued by it. As such, CGMFL is exposed to the credit risk of CGML in the form of counterparty risk in respect of such derivative transactions. In particular, CGMFL's ability to fulfil its obligations under any Notes is primarily dependent on CGML performing its counterparty obligations owed to CGMFL in respect of such derivative transactions in a timely manner, and any failure by CGML to do so will negatively affect the ability of CGMFL to fulfil its obligations under such Notes. Noteholders will not have any recourse to CGML under any such derivative transactions.

The military action by Russia in Ukraine, and related sanctions, export controls and similar actions or laws could adversely affect the Group's business activities and customers

The recent action of Russian military forces and support personnel in Ukraine has escalated tensions between Russia and the U.S., NATO, the European Union and the UK. The U.S. has imposed, and is likely to impose material additional, financial and economic sanctions and export controls against certain Russian organisations and/or individuals, with similar actions implemented and/or planned by the European Union, the UK and other jurisdictions. The packages of financials and economic sanctions imposed by the U.S., the UK, and the European Union, in various ways, constrain transactions with numerous Russian entities and individuals; transactions in Russian sovereign debt; and investment, trade, and financing to, from, or in certain regions of Ukraine. The Group's ability to engage in activity with certain consumer and institutional businesses in Russia and Ukraine or involving certain Russian or Ukrainian businesses and customers is dependent in part upon whether such engagement is restricted under any current or expected U.S., European Union, UK or other countries' sanctions and laws, or is otherwise discontinued in light of these developments. Sanctions and export controls, as well as any actions by Russia, could adversely affect the Group's business activities and customers in and from Russia and Ukraine. Moreover, actions by Russia, and any further measures taken by the U.S. or its allies, could have negative impacts on regional and global financial markets and economic conditions, including without limitation global energy markets. The extent of the impact on the Group will continue to depend significantly on future developments, which are uncertain and cannot be predicted.

Any negative impact of Russia's actions in Ukraine, and related sanctions, export controls and similar actions or laws on the Group, including the relevant Issuer, the CGMHI Guarantor or the CGMFL Guarantor, could adversely affect the ability of the relevant Issuer, the CGMHI Guarantor or the CGMFL Guarantor to fulfil its obligations under the Notes, and the value of and return on the Notes may also be adversely affected.

Rapidly evolving challenges and uncertainties related to the COVID-19 pandemic in the US and globally will likely continue to have negative impacts on the Group's businesses and results of operations and financial condition

The COVID-19 pandemic has affected all of the countries and jurisdictions in which the Group operates, including severely impacting global health, financial markets, consumer and business spending and economic conditions. The extent of the future pandemic impacts remain uncertain and will likely evolve by region, country or state, largely depending on the duration and severity of the public health consequences, including the duration and further spread of the coronavirus as well as any variants becoming more prevalent and impactful; further production, distribution, acceptance and effectiveness

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of vaccines; availability and efficiency of testing; the public response; and government actions. The future impacts to global economic conditions may include, among others:

- further disruption of global supply chains;
- higher inflation;
- higher interest rates;
- significant disruption and volatility in financial markets;
- additional closures, reduced activity and failures of many businesses, leading to loss of revenues and net losses;
- further institution of social distancing and restrictions on businesses and the movement of the public in and among the U.S. and other countries; and
- reduced U.S. and global economic output.

The pandemic has had, and may continue to have, negative impacts on the Group's businesses and overall results of operations and financial condition, which could be material. The extent of the impact on the Group's operations and financial performance, including its ability to execute its business strategies and initiatives, will continue to depend significantly on future developments in the U.S. and globally. Such developments are uncertain and cannot be predicted, including the course of the coronavirus, as well as any weakness or slowing in the economic recovery or a further economic downturn, whether due to further supply chain disruptions, inflation trends, higher interest rates or otherwise.

The pandemic may not be sufficiently contained for an extended period of time. A prolonged health crisis could reduce economic activity in the U.S. and other countries, resulting in additional declines or weakness in employment trends and business and consumer confidence. These factors could negatively impact global economic activity and markets; cause a continued decline in the demand for the Group's products and services and in its revenues; further increase the Group's credit and other costs; and may result in impairment of long-lived assets or goodwill. These factors could also cause an increase in the Group's balance sheet, risk-weighted assets and allowance for credit losses, resulting in a decline in regulatory capital ratios or liquidity measures, as well as regulatory demands for higher capital levels and/or limitations or reductions in capital distributions (such as common share repurchases and dividends). Moreover, any disruption or failure of the Group's performance of, or its ability to perform, key business functions, as a result of the continued spread of COVID-19 or otherwise, could adversely affect the Group's operations.

The impact of the pandemic on the Group's consumer and corporate borrowers will vary by sector or industry, with some borrowers experiencing greater stress levels, particularly as credit and customer assistance support further winds down, which could lead to increased pressure on their results of operations and financial condition, increased borrowings or credit ratings downgrades, thus likely leading to higher credit costs for the Group. These borrowers include, among others, businesses that are more directly impacted by the institution of social distancing, the movement of the public and store closures. In addition, stress levels ultimately experienced by the Group's borrowers may be different from and more intense than assumptions made in prior estimates or models used by the Group, resulting in an increase in the Group's allowance for credit losses or net credit losses, particularly as the benefits of fiscal stimulus and government support programs diminish.

Ongoing legislative and regulatory changes in the U.S. and globally to address the economic impact from the pandemic could further affect the Group's businesses, operations and financial performance. The Group could also face challenges, including legal and reputational, and scrutiny in its efforts to provide relief measures. Such efforts have resulted in, and may continue to result in, litigation, including class actions, and regulatory and government actions and proceedings. Such actions may result in judgments, settlements, penalties and fines adverse to the Group. In addition, the different types of government actions could vary in scale and duration across jurisdictions and regions with varying degrees of effectiveness.

The Group has taken measures to maintain the health and safety of its colleagues; however, these measures could result in additional expenses, and illness of employees could negatively affect staffing for a period of time. In addition, the Group's ability to recruit, hire and onboard colleagues in key areas could be negatively impacted by pandemic restrictions as well as the Group's COVID-19 vaccination requirement.

Further, it is unclear how the macroeconomic or business environment or societal norms may be impacted after the pandemic. The post-pandemic environment may undergo unexpected developments or changes in financial markets, fiscal, monetary, tax and regulatory environments and consumer customer and corporate client behaviour. These developments and changes could have an adverse impact on the Group's results of operations and financial condition. Ongoing business and regulatory uncertainties and changes may make the Group's longer-term business, balance sheet and strategic and budget planning more difficult or costly. The Group and its management and businesses may also experience increased or different competitive and other challenges in this environment. To the extent that it is not able to adapt or compete effectively, the Group could experience loss of business and its results of operations and financial condition could suffer.

Any negative impact of the COVID-19 pandemic on the Group, including the relevant Issuer, the CGMHI Guarantor or the CGMFL Guarantor, could adversely affect the ability of the relevant Issuer, the CGMHI Guarantor or the CGMFL Guarantor to fulfil its obligations under the Notes, and consequently the value of and return on such Notes may also be adversely affected. No Events of Default in respect of the CGMHI Guarantor with regard to insolvency or bankruptcy of the CGMHI Guarantor

You should note that there are no Events of Default in respect of the CGMHI Guarantor with regard to the insolvency or bankruptcy of the CGMHI Guarantor (or any similar event), any other default of the CGMHI Guarantor or the CGMHI Deed of Guarantee not being (or being claimed not to be) in full force and effect. Therefore, even though the CGMHI Guarantor may be declared bankrupt or enters into insolvency proceedings or disclaims the CGMHI Deed of Guarantee, notwithstanding that you are a holder of Notes issued by CGMHI, you will not be able to trigger an Event of Default under the Notes and thus will not be able to cause the Notes to be immediately due and payable, and the Notes will not redeem until maturity (unless there has been an Event of Default due to non-payment of interest or principal or bankruptcy or other default of CGMHI in the meantime or the occurrence of any other applicable event triggering an early redemption of the Notes). It is possible that you may receive a lower return at maturity than if you were able to accelerate the Notes for immediate repayment in such circumstances.

Under U.S. banking law, Citigroup Inc. may be required to apply its available funds to support the financial position of its banking subsidiaries, rather than to fulfil its obligations under the Notes

Under longstanding policy of The Board of Governors of the U.S. Federal Reserve System, a bank holding company (such as Citigroup Inc.) is expected to act as a source of financial strength for its U.S. insured depository institutions and to commit resources to support such banks. As a result of that policy, Citigroup Inc. may be required to commit resources (in the form of investments or loans) to its U.S. insured depository institutions in amounts or at times that could adversely affect its ability to also fulfil its obligations under the Notes issued by it and/or the CGMHI Deed of Guarantee, and consequently the value of and return on the Notes issued by it or CGMHI (which have the benefit of a guarantee of the CGMHI Guarantor) may also be adversely affected.

The inclusion of contractual stay provisions in the terms and conditions of the Notes could materially adversely affect the rights of Noteholders in a resolution scenario

In the autumn of 2017, the Board of Governors of the Federal Reserve System, the FDIC and the Office of the Comptroller of the Currency issued rules (**QFC Stay Rules**) designed to improve the resolvability and resilience of U.S. global systemically important banking organisations (**G-SIBs**) and the U.S. operations of foreign G-SIBs, by mitigating the risk of destabilising closeouts of qualified financial contracts (**QFCs**) in resolution. Citigroup Inc. and its subsidiaries, including CBNA, CGMHI, CGMFL and the CGMFL Guarantor, are **covered entities** subject to the QFC Stay Rules. Certain of the Notes

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(such Notes, **Covered Instruments**), the CGMHI Deed of Guarantee and the CGMFL Deed of Guarantee – to the extent those guarantees relate to Covered Instruments – may qualify as QFCs.

The QFC Stay Rules seek to eliminate impediments to the orderly resolution of a G-SIB both in a scenario where resolution proceedings are instituted by the U.S. regulatory authorities under the Federal Deposit Insurance Act or the Orderly Liquidation Authority under Title II of the Dodd-Frank Act (**OLA**) (together, the **U.S. Special Resolution Regimes**) as well as in a scenario where the G-SIB is resolved under ordinary insolvency proceedings. To achieve this, the QFC Stay Rules require covered entities (such as Citigroup Inc., CBNA, CGMHI, CGMFL and the CGMFL Guarantor) to ensure that their QFCs subject to the QFC Stay Rules (including any Notes which are Covered Instruments) (i) contain an express contractual recognition of the statutory stay-and-transfer provisions of the U.S. Special Resolution Regimes and (ii) do not contain cross-default rights against the covered entity based on an affiliate becoming subject to any type of insolvency proceeding or restrictions on the transfer of any related credit enhancements (including a guarantee) issued by an affiliate of the covered entity following the affiliate's entry into insolvency proceedings.

To address these requirements, the Terms and Conditions of all Notes other than New York Law Notes contain an express contractual recognition that, in the event any of the relevant Issuer, the CGMHI Guarantor and the CGMFL Guarantor becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of Notes which are Covered Instruments, and (in relation to Covered Instruments) the CGMHI Deed of Guarantee and the CGMFL Deed of Guarantee (and the transfer of any interest and obligation in or under such Covered Instruments, the CGMHI Deed of Guarantee or the CGMFL Deed of Guarantee) from the Issuer, the CGMHI Guarantor or the CGMFL Guarantor, as applicable, will be effective to the same extent as the transfer would be effective under such U.S. Special Resolution Regime. In addition, the Terms and Conditions of all Notes other than New York Law Notes contain an express contractual recognition that, in the event any of the relevant Issuer, the CGMHI Guarantor, the CGMFL Guarantor and any of their affiliates becomes subject to a proceeding under a U.S. Special Resolution Regime, default rights against the Issuer, the CGMHI Guarantor or the CGMFL Guarantor with respect to the Covered Instruments, the CGMHI Deed of Guarantee or the CGMFL Deed of Guarantee are permitted to be exercised to no greater extent than they could be exercised under such U.S. Special Resolution Regime. For these purposes, "default rights" include the right to terminate, liquidate or accelerate a QFC or demand payment or delivery thereunder. See Condition 23 (*Acknowledgement of the United States Special Resolution Regime*) of the General Conditions.

Each of Citigroup Inc., as a U.S. entity incorporated in Delaware, CBNA, as a national banking association under the National Act of 1864, and CGMHI, as a U.S. entity incorporated in the State of New York, could be placed into proceedings under OLA if certain determinations are made by the applicable U.S. regulatory authorities. However, under the law in effect as at the date of this Offering Circular, although CGMFL and the CGMFL Guarantor are each "covered entities" for the purposes of the QFC Stay Rules and are required to include the above-described acknowledgements in relevant QFCs, neither CGMFL nor the CGMFL Guarantor, as non-U.S. entities, are eligible to be placed into proceedings under the U.S. Special Resolution Regimes.

The exercise of any power under the U.S. Special Resolution Regimes could materially adversely affect the rights of the holders of Notes issued by CGMHI or Citigroup Inc., (e.g. in respect of the right to demand payment), and accordingly, the price or value of their investment in any such Note and/or the ability of such Issuer to satisfy its obligations under such Notes.

As at the date of this Offering Circular, interpretation of the application of the relevant requirements and market practice is continuing to evolve. If you are in any doubt about the categorisation of any Notes as QFCs and the effect of any proceeding under a U.S. Special Resolution Regime on such Notes, you should take advice from such professional advisers as you may deem necessary.

Ability to Substitute the CGMHI Guarantor or the CGMFL Guarantor in Insolvency

The Terms and Conditions of the Notes explicitly provide that nothing in Condition of 15 (*Substitution of the Issuer, the CGMHI Guarantor and the CGMFL Guarantor*) of the General Conditions shall limit the ability of the CGMHI Guarantor or the CGMFL Guarantor to be substituted upon or following the

relevant entity becoming subject to a resolution, restructuring, or reorganisation or similar proceeding. This means any such substitution of the CGMHI Guarantor or the CGMFL Guarantor does not have to comply with the substitution criteria set out in Condition 15 (*Substitution of the Issuer, the CGMHI Guarantor and the CGMFL Guarantor*) of the General Conditions. Any such substitution could adversely affect the rights of Noteholders, the price and/or value of their investment in the Notes and/or performance under the CGMHI Deed of Guarantee or the CGMFL Deed of Guarantee, as the case may be.

A reduction of the Issuer's and/or, where the Issuer is CGMHI, the CGMHI Guarantor's and/or, where the Issuer is CGMFL, the CGMFL Guarantor's ratings may reduce the market value and liquidity of the relevant Notes

The value of the Notes is expected to be affected, in part, by investors' general appraisal of the Issuer's, the CGMHI Guarantor's, the CGMFL Guarantor's and/or their affiliates' creditworthiness. Such perceptions are generally influenced by the ratings accorded to the outstanding securities of the relevant Issuer, the CGMHI Guarantor, the CGMFL Guarantor and/or any of their affiliates by standard statistical rating services, such as Moody's, S&P and Fitch. A reduction in the rating, if any, accorded to outstanding debt securities (if any) of the Issuer, the CGMHI Guarantor, the CGMFL Guarantor and/or the securities issued by any of their affiliates by one of these rating agencies could result in a reduction in the trading value of the Notes.

Each rating agency may reduce, suspend or withdraw any credit ratings of an Issuer, the CGMHI Guarantor and/or the CGMFL Guarantor at any time in the future if, in its judgement, circumstances warrant a change. No rating agency is obligated to maintain its ratings at their current levels.

The rating agencies continuously evaluate Citigroup Inc. and its subsidiaries, and their ratings of Citigroup Inc.'s and its subsidiaries' long-term and short-term debt are based on a number of factors, including financial strength, as well as factors not entirely within the control of Citigroup Inc. and its subsidiaries, such as conditions affecting the financial services industry generally.

If a rating agency reduces, suspends or withdraws its rating of an Issuer and/or, where the Issuer is CGMHI, the CGMHI Guarantor and/or, where the Issuer is CGMFL, the CGMFL Guarantor, and/or any affiliate thereof, the liquidity and market value of the Notes and, where applicable, the CGMHI Guarantor's or CGMFL Guarantor's ability to fulfil its guarantor obligations are likely to be adversely affected.

In addition, ratings downgrades by Fitch, Moody's or S&P could have a significant and immediate impact on Citigroup Inc.'s funding and liquidity through cash obligations, reduced funding capacity and derivative triggers and additional margin requirements. Ratings downgrades could also have a negative impact on other funding sources, such as secured financing and other margin requirements, for which there are no explicit triggers. Some entities may also have ratings limitations as to their permissible counterparties, of which Citigroup Inc. may or may not be aware. A reduction in Citigroup Inc.'s or its subsidiaries' credit ratings could also widen Citigroup Inc.'s credit spreads or otherwise increase its borrowing costs and limit its access to the capital markets. Any of the foregoing factors may negatively impact the value of and return on the Notes.

For information on the credit ratings of the Issuers, the CGMHI Guarantor and the CGMFL Guarantor, please refer to the sub-section entitled "*Credit Ratings*" on page vi above.

Citigroup Inc. may not be able to maintain adequate liquidity or funding which may result in a negative impact on the market value of the Notes issued by it or (in the case of Notes issued by CGMHI) its ability to fulfil its guarantor obligations

As a global financial institution, adequate liquidity and sources of funding are essential to Citigroup Inc.'s businesses. Citigroup Inc.'s liquidity and sources of funding can be significantly and negatively impacted by factors it cannot control, such as general disruptions in the financial markets, governmental fiscal and monetary policies, regulatory changes or negative investor perceptions of Citigroup Inc.'s creditworthiness.

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In addition, Citigroup Inc.'s costs to obtain and access secured funding and long-term unsecured funding are directly related to its credit spreads. Changes in credit spreads are driven by both external market factors and factors specific to Citigroup Inc., and can be highly volatile.

Moreover, Citigroup Inc.'s ability to obtain funding may be impaired if other market participants are seeking to access the markets at the same time, or if market appetite declines, as is likely to occur in a liquidity stress event or other market crisis. A sudden drop in market liquidity could also cause a temporary or lengthier dislocation of underwriting and capital markets activity. In addition, clearing organisations, central banks, clients and financial institutions with which Citigroup Inc. interacts may exercise the right to require additional collateral based on their perceptions or the market conditions, which could further impair Citigroup Inc.'s access to and cost of funding.

These factors may negatively impact the market value of the Notes issued by Citigroup Inc. or (in the case of Notes issued by CGMHI) Citigroup Inc.'s ability to fulfil its guarantor obligations.

Actions taken under the Banking Act in relation to the CGMFL Guarantor could materially adversely affect the value of and return on Notes issued by CGMFL

Under the Banking Act 2009 (the **Banking Act**), substantial powers are granted to HM Treasury, the Bank of England, the FCA and the Prudential Regulation Authority (the **PRA**) (together, the **Authorities**) as part of a special resolution regime (the **SRR**). These powers may be exercised in respect of certain UK entities (each a **relevant entity**), including certain PRA-designated investment firms such as the CGMFL Guarantor.

The SRR consists of five stabilisation options and two special insolvency procedures (bank administration and bank insolvency). The stabilisation options provide for: (i) private sector transfer of all or part of the business of the relevant entity; (ii) transfer of all or part of the business of the relevant entity to a bridge bank wholly owned by the Bank of England; (iii) transfer of all or part of the business of the relevant entity to an asset management vehicle owned and controlled by the Bank of England; (iv) writing down certain claims of unsecured creditors of the relevant entity and/or converting certain unsecured debt claims to equity, (the **bail-in option**), which equity could also be subject to any future cancellation, transfer or dilution; and (v) temporary public ownership (nationalisation) of all or part of the relevant entity or its UK holding company. In each case, the Authorities have wide powers under the Banking Act, including powers to modify contractual arrangements in certain circumstances and powers for HM Treasury to disapply or modify laws (with possible retroactive effect) to enable the stabilisation powers under the Banking Act to be used effectively.

The SRR may be triggered prior to insolvency of the CGMFL Guarantor

The purpose of the stabilisation options is to address the situation where all or part of a business of a relevant entity has encountered, or is likely to encounter, financial difficulties, giving rise to wider public interest concerns. Accordingly, the relevant stabilisation options may be exercised if (a) the relevant Authority is satisfied that a relevant entity is failing or likely to fail; (b) following consultation with the other Authorities, the relevant Authority determines that it is not reasonably likely that (ignoring the stabilising options) action will be taken that will result in the condition referred to in (a) ceasing to be met; and (c) the Authorities consider the exercise of the stabilisation options to be necessary, having regard to the public interest considerations (such as the stability of the UK financial system, public confidence in the UK banking system and the protection of depositors). It is therefore possible that one of the stabilisation options could be exercised prior to the point at which any insolvency proceedings with respect to the relevant entity could be initiated.

The terms of the CGMFL Deed of Guarantee may be modified without the consent of the Noteholders

If the stabilisation options were exercised under the SRR in respect of the CGMFL Guarantor, HM Treasury or the Bank of England may exercise extensive powers, including share transfer powers (applying to a wide range of securities), property transfer powers (including powers for partial transfers of property, rights and liabilities subject to certain protections in respect of the CGMFL Guarantor) and resolution instrument powers (including powers to make special bail-in provisions). Exercise of these powers could involve taking various actions in relation to the CGMFL Deed of Guarantee without the

consent of the Noteholders, including (among other things) modifying or disapplying the terms of the CGMFL Deed of Guarantee without Noteholders' consent.

The taking of any such actions could adversely affect the rights of Noteholders, the price or value of their investment in the Notes and/or the ability of the CGMFL Guarantor to satisfy its obligations under the CGMFL Deed of Guarantee. In such circumstances, Noteholders may have a claim for compensation under one of the compensation schemes existing under, or contemplated by, the Banking Act, but there can be no assurance that Noteholders would thereby recover compensation promptly or equal to any loss actually incurred.

A partial transfer of the CGMFL Guarantor's business may result in a deterioration of its creditworthiness

If the CGMFL Guarantor were made subject to the SRR and a partial transfer of its business to another entity were effected, the quality of the assets and the quantum of the liabilities not transferred and remaining with the CGMFL Guarantor (which may include the CGMFL Deed of Guarantee) will result in a deterioration in the creditworthiness of the CGMFL Guarantor and, as a result, increase the risk that it will be unable to meet its obligations in respect of the CGMFL Deed of Guarantee and/or eventually become subject to administration proceedings pursuant to the Banking Act. In such circumstances, Noteholders may have a claim for compensation under one of the compensation schemes existing under, or contemplated by, the Banking Act, but there can be no assurance that Noteholders would thereby they may not recover compensation promptly or equal to any loss actually incurred.

As at the date of this Offering Circular, the relevant Authorities have not made an instrument or order under the Banking Act in respect of the CGMFL Guarantor and there has been no indication that they will make any such instrument or order. However, there can be no assurance that this will not change and/or that Noteholders will not be adversely affected by any such order or instrument if made.

Anti-tax avoidance directives

Directive 2016/1164/EU, the so-called anti-tax avoidance directive (**ATAD**), was adopted on 12 July 2016 to implement in the EU Member States' domestic legal frameworks common measures to tackle tax avoidance practices. ATAD lays down (i) controlled foreign company rules, (ii) anti-hybrid mismatches within the EU context rules, (iii) general interest limitation rules, (iv) a general anti-abuse rule, and (v) exit taxation rules. Following the adoption of ATAD, the EU Member States decided to go further as regards hybrid-mismatches with third countries, and adopted the Directive 2017/952/EU (**ATAD 2**) amending the ATAD provisions with respect to anti-hybrid mismatches, on 29 May 2017. Luxembourg adopted (i) the Law of 21 December 2018 implementing ATAD with effect as of 1 January 2019 and (ii) the Law of 20 December 2019 implementing ATAD 2 with effect as of 1 January 2020 (except for the reverse hybrid mismatch rules, which have applied since 1 January 2022). These rules could increase the taxable base of the Notes issued by CGMFL and/or reduce amounts available for distribution to Noteholders.

Citigroup Inc., Its Management and Its Businesses Must Continually Review, Analyse and Successfully Adapt to Ongoing Regulatory and Legislative Uncertainties and Changes in the U.S. and Globally

Despite the adoption of final regulations and laws in numerous areas impacting Citigroup Inc. and its businesses over the past several years, Citigroup Inc., its management and its businesses continually face ongoing regulatory and legislative uncertainties and changes, both in the United States of America (U.S.) and globally. While the areas of ongoing regulatory and legislative uncertainties and changes facing Citigroup Inc. are too numerous to list completely, various examples include, but are not limited to (i) potential fiscal, monetary, regulatory, tax and other changes arising from the U.S. federal government and other governments, including as a result of the differing priorities of the current U.S. presidential administration, changes in regulatory leadership or focus and actions of Congress or in response to the pandemic; (ii) potential changes to various aspects of the regulatory capital framework and requirements applicable to Citigroup Inc.; and (iii) future legislative and regulatory requirements in the U.S. and globally related to climate change, including any new disclosure requirements. When referring to

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"regulatory", Citigroup Inc. is including both formal regulation and the views and expectations of its regulators in their supervisory roles.

U.S. and international regulatory and legislative initiatives have not always been undertaken or implemented on a coordinated basis, and areas of divergence have developed and continue to develop with respect to the scope, interpretation, timing, structure or approach, leading to inconsistent or even conflicting requirements, including within a single jurisdiction. For example, in May 2019, the European Commission adopted, as part of Capital Requirements Directive V (**CRD V**), a new requirement for major banking groups headquartered outside the EU (which would include Citigroup Inc.) to establish an intermediate EU holding company where the foreign bank has two or more institutions (broadly meaning banks, broker-dealers and similar financial firms) established in the EU. While in some respects the requirement mirrors an existing U.S. requirement for non-U.S. banking organisations to form U.S. intermediate holding companies, the implementation of the EU holding company requirement could lead to additional complexity with respect to Citigroup Inc.'s resolution planning, capital and liquidity allocation and efficiency in various jurisdictions.

Moreover, ongoing regulatory and legislative uncertainties and changes make Citigroup Inc.'s and its management's long-term business, balance sheet and strategic budget planning difficult, subject to change and potentially more costly. U.S. and other regulators globally have implemented and continue to discuss various changes to certain regulatory requirements, which would require ongoing assessment by management as to the impact to Citigroup Inc., its businesses and business planning. For example, while the Basel III post-crisis regulatory reforms and revised market risk framework have been finalised at the international level, there remain significant uncertainties with respect to the integration of these revisions into the U.S. regulatory capital framework. Business planning is required to be based on possible or proposed rules or outcomes, which can change dramatically upon finalisation, or upon implementation or interpretive guidance from numerous regulatory bodies worldwide, and such guidance can change.

Regulatory and legislative changes have also significantly increased Citigroup Inc.'s compliance risks and costs and can adversely affect Citigroup Inc.'s businesses, results of operations and financial condition.

The FDIC has Broad Power to Override Acceleration Rights of the Holders in a Conservatorship or Receivership of CBNA

Although the terms and conditions of Notes issued by CBNA permit holders to accelerate such Notes upon certain events involving insolvency, liquidation or other resolution, or the appointment of a conservator, receiver or liquidator, of CBNA or substantially all of its property, the FDIC as conservator or receiver of CBNA has broad powers with respect to contracts, including such Notes, in spite of any acceleration provision.

Notwithstanding any provisions of Notes issued by CBNA, if CBNA is placed in receivership by the Office of the Comptroller of the Currency (the **OCC**), the FDIC as receiver or conservator of CBNA may, in the performance of its legal duties, transfer or direct the transfer of the obligations of such Notes to any entity selected by the receiver or conservator. Any entity selected in this manner would be required to expressly assume the obligation to pay the unpaid principal, and interest and premium, if any, on such Notes and perform all covenants and conditions in a timely manner. The completion of such transfer and assumption would supersede and void any default, acceleration or subordination of such Notes, and would return the holder to the same position, other than for substitution of the original obligor, it would have occupied had no default, acceleration or subordination occurred.

CBNA Faces Ongoing Significant Regulatory Changes and Uncertainties in the U.S. and in non-U.S. Jurisdictions in which it Operates, and Such Changes may Negatively Impact the Management of its Business, Results of its Operations and its Ability to Compete

Despite the adoption of final regulations in numerous areas, CBNA continues to be subject to significant regulatory changes and uncertainties both in the U.S. and the non-U.S. jurisdictions in which it operates. In particular, the Dodd-Frank Act enacts sweeping financial regulatory reform and has altered and will continue to alter the way in which CBNA conducts certain businesses, which may increase its costs

and/or reduce its revenue. The complete scope and ultimate form of a number of provisions of the Dodd-Frank Act and other regulatory initiatives in the U.S. are largely finalized but even as finalized, may require significant interpretation and guidance. Thus the ultimate impact on CBNA's business, results of operations or financial condition remains uncertain. The cumulative effect of these extensive regulatory changes as well as other potential future regulatory changes cannot currently be fully assessed.

These regulatory changes and uncertainties are compounded by numerous regulatory initiatives underway in non-U.S. jurisdictions in which CBNA operates. Certain of these initiatives, such as prohibitions or restrictions on proprietary trading or contractual stay requirements on financial contracts overlap with changes in the U.S., while others, such as proposals for financial transaction and/or bank taxes in particular countries or regions, currently do not.

Even when U.S. and international initiatives overlap, in many instances they have not been undertaken on a coordinated basis and areas of divergence have developed with respect to scope, interpretation, timing, structure or approach.

CBNA could be subject to additional regulatory requirements or changes beyond those currently proposed, adopted or contemplated, particularly given the ongoing heightened regulatory environment in which financial institutions operate. The heightened regulatory environment has resulted not only in a tendency toward more regulation, but toward the most prescriptive regulation as regulatory agencies have generally taken a conservative approach to rulemaking, interpretive guidance and their general ongoing supervisory authority. Regulatory changes and uncertainties make CBNA's business planning more difficult and could require CBNA to change its business models or even its organizational structure, all of which could ultimately negatively impact CBNA's results of operations. Unless and until there is sufficient regulatory certainty, CBNA's business planning and proposed pricing for affected businesses necessarily include assumptions based on possible or proposed rules or requirements, and incorrect assumptions could impede CBNA's ability to effectively implement and comply with final requirements in a timely manner. Business planning is further complicated by the continual need to review and evaluate the impact on CBNA's businesses of ongoing rule proposals and final rules and interpretations from numerous regulatory bodies, all within compressed timeframes.

CBNA's costs associated with implementation of, as well as the ongoing, extensive compliance costs associated with, new regulations or regulatory changes will likely be substantial and will negatively impact CBNA's results of operations. Given the continued regulatory uncertainty, however, the ultimate amount and timing of such impact going forward cannot be predicted. Also, compliance with inconsistent, conflicting or duplicative regulations, either within the U.S. or between the U.S. and non-U.S. jurisdictions, could further increase the impact on CBNA. Failure to comply with these or other regulatory changes could further increase CBNA's costs or otherwise harm CBNA's reputation.

Uncertainty persists regarding the competitive impact of new regulations. CBNA could be subject to more stringent regulations, or could incur additional compliance costs, compared to its competitors. In addition, certain other financial intermediaries may not be regulated on the same basis or to the same extent as CBNA and consequently may have certain competitive advantages. Moreover, CBNA could be subject to more, or more stringent, regulations than its foreign competitors because of several U.S. regulatory initiatives, particularly with respect to CBNA's non-U.S. operations. Differences in substance and severity of regulations across jurisdictions could significantly reduce CBNA's ability to compete with its U.S. and non-U.S. competitors and further negatively impact CBNA's results of operations.

In addition, Citigroup's and CBNA's other affiliates are similarly subject to multiple regulatory requirements. Failure to comply with these requirements may negatively affect CBNA.

CBNA Is Subject to Capital Adequacy and Liquidity Rules, and If It Fails to meet These Rules, Its Financial Condition Would be Adversely Affected

Failure to meet current or future regulatory capital and liquidity requirements, including those imposed by the U.S. Basel III Rules and rules implementing the Basel III liquidity framework, could compromise CBNA's competitive position and could result in restrictions imposed by the U.S. banking agencies, including limiting its ability to invest in its businesses and distribute capital to Citicorp, its parent organisation.

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The current U.S. Basel III rules became fully phased-in effective 1 January 2019. Accordingly, CBNA is presently required to satisfy more stringent U.S. regulatory capital adequacy standards than prior to 2019, but nonetheless CBNA's regulatory capital ratios are currently well in excess of these fully phased-in requirements. As part of CBNA's required stress testing, both internally and as imposed by the OCC, CBNA must continue to comply with applicable U.S. regulatory capital standards even in stressed conditions. To satisfy these latter requirements, it may be necessary for CBNA to hold additional regulatory capital in excess of that required by the fully phased-in U.S. Basel III rules. The existing U.S. Basel III rules include a Capital Conservation Buffer equal to 2.5 per cent. of total risk-weighted assets and a potential additional Countercyclical Capital Buffer, which is currently set at zero. These buffers can be satisfied only with Common Equity Tier 1 Capital. If CBNA's risk-based capital ratios do not satisfy minimum requirements plus the combined Capital Conservation Buffer (as well as any Countercyclical Capital Buffer), CBNA will face graduated constraints on, among other things, capital distributions based on the amount of the shortfall.

Furthermore, certain significant revisions to the U.S. Basel III rules have been, or are expected to be, issued and implemented in the future, and further liquidity requirements have been proposed by the OCC, the Federal Reserve Board and FDIC to fully implement the U.S. Basel III liquidity framework. As a result, the ultimate impact these U.S. regulatory capital and liquidity standards will have on CBNA's long-term capital and liquidity planning and the results of CBNA's operations remains uncertain. An increase in CBNA's regulatory capital requirements, and liquid asset levels, could lower CBNA's return on equity.

RISKS RELATING TO NOTES

Prospective investors in Notes should determine whether an investment in Notes is appropriate in their particular circumstances and should consult with their legal, business and tax advisers to determine the consequences of an investment in Notes and to arrive at their own evaluation of the investment. In particular, Citigroup Inc., CBNA, CGMHI, the CGMHI Guarantor, CGMFL and the CGMFL Guarantor recommend that investors take independent tax advice before committing to purchase any Notes. None of Citigroup Inc., CBNA, CGMHI, the CGMHI Guarantor, CGMFL and the CGMFL Guarantor provides tax advice and therefore responsibility for any tax implications of investing in any Notes rests entirely with each investor. Investors should note that the tax treatment will differ from jurisdiction to jurisdiction. Investors will assume and be solely responsible for any and all taxes of any jurisdiction or governmental or regulatory authority, including (without limitation) any state or local taxes or other similar assessment or charge that may be applicable to any payment in respect of the Notes.

An investment in Notes is only suitable for investors who:

- (a) have the requisite knowledge and experience in financial and business matters to evaluate the merits and risks of an investment in Notes;
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate such merits and risks in the context of their financial situation;
- (c) are capable of bearing the economic risk of an investment in Notes for an indefinite period of time; and
- (d) recognise that it may not be possible to dispose of Notes for a substantial period of time, if at all.

Prospective investors in Notes should make their own independent decision to invest in Notes and as to whether the investment in Notes is appropriate or proper for them based upon their own judgement and upon advice from such advisers as they may deem necessary. Prospective investors in Notes should not rely on any communication (written or oral) of Citigroup Inc., CBNA, CGMHI, the CGMHI Guarantor, CGMFL, the CGMFL Guarantor, any Dealer or any of their affiliates or their respective officers or agents as investment advice or as a recommendation to invest in Notes, it being understood that information and explanations related to Notes shall not be considered to be investment advice or a recommendation to invest in Notes. No communication (written or oral) received from Citigroup Inc., CBNA, CGMHI, the CGMHI Guarantor, CGMFL, the CGMFL Guarantor, any Dealer or any of their affiliates or their

respective officers or agents shall be deemed to be an assurance or guarantee as to the expected results of an investment in Notes.

An investment in Notes involves risks and should only be made after assessing the direction, timing and magnitude of potential future market changes (e.g. in the value of the security indices, inflation indices, commodity indices, commodities, shares, depositary receipts, exchange traded funds, mutual funds, currencies, warrants, proprietary indices, dividend futures contracts, interest rates or other items which comprise or relate to the Underlying(s)), as well as the terms and conditions of the Notes. More than one risk factor may have simultaneous effects with regard to the Notes such that the effect of a particular risk factor may not be predictable. In addition, more than one risk factor may have a compounding effect, which may not be predictable. No assurance can be given as to the effect that any combination of risk factors may have on the value of the Notes.

Risks related to the structure of a particular issue of Notes

A wide range of Notes may be issued under this Offering Circular. A number of these Notes may have features which contain particular risks for potential investors. Set out below are a description of the most common features. Investors must also refer to such risk factors to understand the particular risks related to the features of the provisions for payment of interest (if any) and determination of the amount payable and/or, as the case may be, assets deliverable on redemption or final settlement of the Notes that may be issued under this Offering Circular.

Risks Relating to Renminbi Notes

Notes settled in Renminbi (**Renminbi Notes**) may be issued under the Programme. Renminbi Notes contain particular risks for potential investors, including:

Renminbi is not completely freely convertible; there are significant restrictions on remittance of Renminbi into and outside the PRC which may adversely affect the liquidity of Renminbi Notes.

Renminbi is not completely freely convertible at present. The government of the PRC (the **PRC Government**) continues to regulate conversion between Renminbi and foreign currencies, including the Hong Kong dollar. However, there has been significant reduction over the years by the PRC government of control, particularly over trade transactions involving import and export of goods and services as well as other frequent routine foreign exchange transactions. These transactions are known as current account items.

Currently, participating banks in Hong Kong and a number other jurisdictions have been permitted to engage in the settlement of Renminbi current account trade transactions. However, remittance of Renminbi by foreign investors into and out of the PRC for the purposes of capital account items, such as capital contributions, is generally only permitted upon obtaining specific approvals from, or completing specific registrations or filings with, the relevant authorities on a case-by-case basis and is subject to a strict monitoring system. Regulations in the PRC on the remittance of Renminbi into the PRC for settlement of capital account items are developing gradually.

Although starting from 1 October 2016, Renminbi has been added to the Special Drawing Rights (the international reserve assets created by the International Monetary Fund to supplement its member countries' official reserves) basket created by the International Monetary Fund and policies further improving accessibility to Renminbi to settle cross-border transactions in foreign currencies were implemented by the People's Bank of China, the central bank of the PRC (the **PBOC**) in 2018, there is no assurance that the PRC Government will continue to gradually liberalise control over cross border remittance of Renminbi in the future or that new regulations in the PRC will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or outside the PRC. Further, if any new PRC regulations are promulgated in the future which have the effect of permitting or restricting (as the case may be) the remittance of Renminbi for payment of transactions categorised as capital account items, then such remittances will need to be made subject to the specific requirements or restrictions set out in such rules. In the event that funds cannot be repatriated outside the PRC in Renminbi, this may affect the overall availability of Renminbi outside the PRC and the ability of the Issuer to source Renminbi to finance its obligations under Renminbi Notes.

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There is only limited availability of Renminbi outside the PRC, which may affect the liquidity of Renminbi Notes and the Issuer's ability to source Renminbi outside the PRC to service such Renminbi Notes.

As a result of the restrictions imposed by the PRC Government on cross-border Renminbi fund flows, the availability of Renminbi outside the PRC is limited. While the PBOC has entered into agreements on the clearing of Renminbi business with financial institutions (each a **RMB Clearing Bank**), including, but not limited to, Hong Kong and are in the process of establishing Renminbi clearing and settlement mechanisms in a number of other jurisdictions (the **Settlement Arrangements**), the current size of Renminbi denominated financial assets outside the PRC is limited.

There are restrictions imposed by the PBOC on Renminbi business participating banks in respect of cross-border Renminbi settlement, such as those relating to direct transactions with PRC enterprises. Furthermore, Renminbi business participating banks do not have direct Renminbi liquidity support from the PBOC. The relevant RMB Clearing Bank only has access to onshore liquidity support from the PBOC for the purpose of squaring open positions of participating banks for limited types of transactions. The relevant RMB Clearing Bank is not obliged to square for participating banks any open positions resulting from other foreign exchange transactions or conversion services and the participating banks will need to source Renminbi from outside the PRC to square such open positions.

Although it is expected that the offshore Renminbi market will continue to grow in depth and size, its growth is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There is no assurance that new PRC regulations will not be promulgated or the Settlement Arrangements will not be terminated or amended in the future which will have the effect of restricting availability of Renminbi outside the PRC. The limited availability of Renminbi outside the PRC may affect the liquidity of the Renminbi Notes. To the extent the Issuer is required to source Renminbi outside the PRC to service the Renminbi Notes, there is no assurance that the Issuer will be able to source such Renminbi on satisfactory terms, if at all. If Renminbi is not available in certain circumstances as described in the Conditions applicable to Renminbi Notes, the Issuer can make payments in U.S. dollars or other specified currencies as set out in the applicable Pricing Supplement.

Investment in Renminbi Notes is subject to exchange rate risks.

The value of Renminbi against the U.S. dollar and other foreign currencies fluctuates from time to time and is affected by changes in the PRC and international political and economic conditions and by many other factors. In August 2015, the PBOC implemented changes to the way it calculates the Renminbi's daily midpoint against the U.S. dollar to take into account market-maker quotes before announcing the daily midpoint. This change, among others that may be implemented, may increase the volatility in the value of the Renminbi against other currencies. All payments with respect to Renminbi Notes will be made in Renminbi unless otherwise specified. As a result, the value of these Renminbi payments in other foreign currency terms may vary with the prevailing exchange rates in the marketplace. If the value of Renminbi depreciates against other foreign currencies, the value of investment in other applicable foreign currency terms will decline.

In the event that access to Renminbi becomes restricted to the extent that, by reason of Renminbi Inconvertibility, Renminbi Non-Transferability or Renminbi Illiquidity (as defined in the Conditions), it is impossible, impractical, illegal or impracticable for the Issuer (or, if applicable, any party to a Hedging Position), to pay or deliver any amounts or assets due in Renminbi, the Conditions allow the Issuer or, as the case may be, the CGMHI Guarantor or the CGMFL Guarantor to delay such payment in Renminbi until ten Business Days after such time the relevant Renminbi Currency Event ceases to exist; to make payment in U.S. dollars or other specified foreign currency at the prevailing spot rate of exchange; and/or to redeem the Notes by payment of the Early Redemption Amount in respect of each Calculation Amount, all as provided in more detail in the Conditions. As a result, the value of these Renminbi payments or deliveries may vary with the prevailing exchange rates in the marketplace. If the value of Renminbi depreciates against the U.S. dollar or other foreign currencies, the value of a holder's investment in U.S. dollar or other foreign currency terms will decline.

Payments in respect of Renminbi Notes will only be made to investors in the manner specified in the terms and conditions of the relevant Notes.

Investors may be required to provide certification and other information (including Renminbi account information) in order to be allowed to receive payments in Renminbi in accordance with the Renminbi clearing and settlement system for participating banks in the Renminbi Settlement Centre(s). All Renminbi payments to investors in respect of the Renminbi Notes will be made solely for so long as the Renminbi Notes are represented by a Global Registered Note Certificates held in Euroclear and Clearstream, Luxembourg, or a sub-custodian for the CMU operated by the HKMA or any alternative clearing system, by transfer to a Renminbi bank account maintained in the Renminbi Settlement Centre(s) in accordance with prevailing Euroclear and/or Clearstream, Luxembourg or the CMU rules and procedures. Other than described in the Conditions, neither the Issuer, the CGMHI Guarantor nor the CGMFL Guarantor can be required to make payment by any other means (including in any other currency or in bank notes or by transfer to a bank account in the PRC).

An investment in Renminbi Notes is subject to risk of change in the regulatory regime governing the issuance of Renminbi Notes.

Renminbi Notes issuance is subject to laws and regulations of the relevant Renminbi Settlement Centre(s). The PRC Government currently views Hong Kong as one of the key offshore RMB-settled instrument centres and has established a cooperative relationship with Hong Kong's local government to develop the RMB-settled instrument market. There can be no assurance that the PRC Government will continue to encourage issuance of RMB-settled instruments outside of mainland China and any change in the Chinese government's policy or the regulatory regime governing the issuance of RMB-settled instruments may adversely affect the Renminbi Notes.

An investment in fixed rate Renminbi Notes is subject to interest rate risks

The PRC Government has gradually liberalised its regulation of interest rates in recent years. Further liberalisation may increase interest rate volatility. In addition, the interest rate for Renminbi in markets outside the PRC may significantly deviate from the interest rate for Renminbi in the PRC as a result of foreign exchange controls imposed by PRC law and regulations and prevailing market conditions.

If a Renminbi Note carries a fixed interest rate, then the trading price of such Renminbi Notes will vary with the fluctuations in Renminbi interest rates. If an investor in Renminbi Notes tries to sell such RMB Notes, then it may receive an offer that is less than the amount invested.

General risks and risks relating to Underlying(s)

Notes linked to Underlying(s) involve a high degree of risk, which may include, among others, interest rate, foreign exchange, time value and political risks. Prospective purchasers of such Notes should recognise that their Notes, other than any Notes having a minimum redemption value, may be worthless on redemption. Purchasers should be prepared to sustain a total loss of the purchase price of their Notes, except, if so indicated in the applicable Pricing Supplement, to the extent of any minimum redemption value attributable to such Notes. This risk reflects the nature of a Note as an asset which, other factors held constant, may tend to decline in value over time and which may become worthless when it matures (except to the extent of any minimum redemption value). See "*Certain factors affecting the value and trading price of Notes linked to Underlying(s)*" below. Prospective purchasers of such Notes should be experienced with respect to options and option transactions, should understand the risks of transactions involving the relevant Notes and should reach an investment decision only after careful consideration, with their advisers, of the suitability of such Notes in light of their particular financial circumstances, the information set forth herein and the information regarding the relevant Notes and the particular Underlying(s), as specified in the applicable Pricing Supplement.

The risk of the loss of some or all of the purchase price of a Note linked to Underlying(s) upon redemption means that, in order to recover and realise a return upon their investment, a purchaser of a Note must generally be correct about the direction, timing and magnitude of an anticipated change in the value of the relevant Underlying(s). Assuming all other factors are held constant, the more a Note is "out-of-the-money" and the shorter its remaining term to maturity, the greater the risk that purchasers of such Notes will lose all or part of their investment. The only means through which a Noteholder can realise value from a Note prior to the maturity date in relation to such Note is to sell it at its then market price in an available secondary market. See "*The secondary market generally*" below.

RISK FACTORS

Prospective investors should understand that although the Notes do not create an actual interest in, or ownership of, the relevant Underlying(s), the return on the Notes may attract certain of the same risks as an actual investment in the relevant Underlying(s).

Fluctuations in the value or the yield (if applicable) or the relevant rates of exchange (if applicable) of the relevant Underlying(s) will affect the value of the relevant Notes. Purchasers of Notes risk losing their entire investment if the value of the relevant Underlying(s) does not move in the anticipated direction.

Any Issuer may issue several issues of Notes relating to particular Underlying(s). However, no assurance can be given that any Issuer will issue any Notes other than the Notes to which the applicable Pricing Supplement relates. At any given time, the number of Notes outstanding may be substantial. Notes provide opportunities for investment and pose risks to investors as a result of fluctuations in the value of the Underlying(s).

All Notes will be unsecured and unsubordinated obligations of the Issuer and all Notes issued by it will rank equally among themselves and with all other unsecured and unsubordinated obligations of the Issuer. The obligations of the CGMHI Guarantor under the CGMHI Deed of Guarantee will be unsecured and unsubordinated and will rank *pari passu* with all other outstanding unsecured and unsubordinated obligations of the CGMHI Guarantor. The obligations of the CGMFL Guarantor under the CGMFL Deed of Guarantee will be unsecured and unsubordinated and will rank *pari passu* with all other outstanding unsecured and unsubordinated obligations of the CGMFL Guarantor. The Issuer's obligations under the Notes issued by it, the CGMHI Guarantor's obligations under the CGMHI Deed of Guarantee and the CGMFL Guarantor's obligations under the CGMFL Deed of Guarantee represent general contractual obligations of each respective entity and of no other person. Only Notes issued by CGMHI will be guaranteed by the CGMHI Guarantor. Only Notes issued by CGMFL will be guaranteed by the CGMFL Guarantor. Notes issued by Citigroup Inc. and CBNA will not be guaranteed by any entity.

In particular, except in certain circumstances where the Notes are Physical Delivery Notes, a Note will not represent a claim against any Underlying and, in the event that the amount paid on redemption of the Notes is less than the principal amount of the Notes, a Noteholder will not have recourse under any relevant Note to any security indices, inflation indices, commodity indices, commodities, shares, depositary receipts, exchange traded funds, mutual funds, currencies, warrants, proprietary indices, dividend futures contracts, interest rates or other item which may comprise the relevant Underlying(s) in respect of such Notes. The exposure to the relevant Underlying(s) is notional and an investment in the Notes is not an investment in the relevant Underlying(s). Although the performance of the relevant Underlying(s) will have an effect on the Notes, the relevant Underlying(s) and the Notes are separate obligations of different legal entities. Investors will have no legal or beneficial interest in the relevant Underlying(s). In addition, any Issuer and/or the CGMHI Guarantor and/or the CGMFL Guarantor and/or any of their affiliates may enter into arrangements to hedge the Issuer's and/or the CGMHI Guarantor's and/or the CGMFL Guarantor's obligations under the Notes and/or the CGMHI Deed of Guarantee and/or the CGMFL Deed of Guarantee but are not required to do so. If they do so, any Issuer and/or the CGMHI Guarantor and/or the CGMFL Guarantor and/or any such affiliate will have certain rights under such hedging arrangements and may pursue actions and take steps that they deem appropriate to protect their own interests under such hedging arrangements without regard to the consequences for Noteholders. A Noteholder will not have recourse to the applicable counterparty under any such hedging arrangements and any such hedging arrangements will not confer any rights or entitlements on any Noteholders and will constitute separate obligations of the Issuer and/or the CGMHI Guarantor and/or the CGMFL Guarantor and/or any such affiliate.

The Notes will only redeem at an amount equivalent to at least par if the applicable Pricing Supplement provide that the Redemption Amount per Calculation Amount of such Notes at maturity is an amount equivalent to at least the Calculation Amount of such Notes. Investors should note that all payments under the Notes are subject to the credit risk of the Issuer and, where the Issuer is CGMHI, of the CGMHI Guarantor or, where the Issuer is CGMFL, of the CGMFL Guarantor. Furthermore, the Notes may be traded in the secondary market or redeemed early, and if so, the price for which a Note may be sold or redeemed early may be less than the principal amount of such Note and/or an investor's initial investment in such Notes.

Investors should note that, if the Notes provide that the Redemption Amount per Calculation Amount of such Notes at maturity may be less than the Calculation Amount, such Notes may be redeemed at an amount less than par. If the Notes are redeemed at less than par or the Notes are cancelled or repaid early in accordance with their terms, the amount received by the relevant holders may be less than the initial investment. Furthermore, any amount due to be paid or delivered is subject to the credit risk of the Issuer and, where the Issuer is CGMHI, the credit risk of the CGMHI Guarantor or, where the Issuer is CGMFL, the CGMFL Guarantor.

References to 'Underlying' or 'Underlying(s)' in these risk factors other than where the reference is to a specific type of Underlying shall be deemed to include each 'Reference Entity' or 'Reference Entity(ies)' of any Reference Asset Linked Notes or Credit Linked Notes, where the context permits and as applicable.

Certain factors affecting the value and trading price of Notes linked to Underlying(s)

The amounts due and/or value of any assets to be delivered in respect of the Notes at any time prior to the relevant maturity date is typically expected to be less than the trading price of such Notes at that time. The difference between the trading price and such amounts due and/or value of any assets to be delivered, as the case may be, will reflect, among other things, the "time value" of the Notes. The "time value" of the Notes will depend partly upon the length of the period remaining to maturity and expectations concerning the value of the Underlying(s). Notes offer hedging and investment diversification opportunities but also pose some additional risks with regard to interim value. The interim value of Notes varies as the price or level of the Underlying(s) varies, as well as due to a number of other interrelated factors, including those specified herein.

Before selling Notes, Noteholders should carefully consider, among other things, (i) the trading price of the relevant Notes, (ii) the value and volatility of the Underlying(s), (iii) the remaining tenor, (iv) in the case of Cash Settled Notes, the probable range of any Redemption Amounts, (v) any change(s) in interim interest rates and dividend yields if applicable, (vi) any change(s) in currency exchange rates, (vii) the depth of the market or liquidity of the Underlying(s) and (viii) any related transaction costs.

An investment in Notes linked to Underlying(s) may have significant risks that are not associated with a similar investment in a conventional security such as a debt instrument that:

- has a pre-determined specified principal amount;
- is denominated in the investor's currency; and
- bears interest at either a fixed or a floating rate based on nationally published interest rate references.

The risks associated with a particular Note linked to Underlying(s) will generally depend on factors over which none of the Issuers, the CGMHI Guarantor and the CGMFL Guarantor has any control and which cannot readily be foreseen. These risks include:

- economic events;
- political events; and
- the supply of, and demand for, any relevant Underlying(s).

In recent years, rates, levels or values for various Underlying(s) have been highly volatile. Such volatility may be expected in the future. Fluctuations in the rates, levels or values that have occurred in the past are not necessarily indicative, however, of fluctuations that may occur during the term of any Notes linked to Underlying(s).

In addition, investors should be aware that the value of any relevant Underlying(s) may be determined or published by any Issuer, the CGMHI Guarantor and/or the CGMFL Guarantor or an affiliate thereof or determined or published by third parties or entities which are not subject to regulation under the laws of the United States, the EEA or the United Kingdom.

RISK FACTORS

The risk of loss as a result of linking principal and/or interest payments to Underlying(s) can be substantial and the payment of principal and/or interest may be contingent on the occurrence of certain events which may not occur. Each investor should consult their own financial and legal advisers as to the risks of an investment in Notes linked to Underlying(s).

Risks related to implementation of regulatory reform

Implementation of U.S. federal financial reform legislation may affect the value of Underlying(s), which may ultimately affect the value, trading price and volatility of Notes. For example, in October 2020, the CFTC adopted rules to establish revised or new limits on the size of the positions any person may hold in 25 agricultural, metals and energy futures contracts and futures, options and swaps that are economically equivalent to those futures contracts. The limits apply to a person's combined position in the specified 25 futures contracts and options on futures (**core referenced futures contracts**), futures and options on futures directly or indirectly linked to the core referenced futures contracts, and economically equivalent swaps. These rules came into effect on 1 January 2022 for covered futures and options on futures contracts and on 1 January 2023 for covered swaps. Other provisions of the Dodd-Frank Act require certain Underlying(s) or hedging transactions to be cleared, traded on a regulated exchange and reported to regulators, central data repositories and, in some cases, the public. The Dodd-Frank Act also expands entity registration requirements and imposes business conduct requirements on persons active in the swaps market (which may include new capital and margin requirements), which may affect the value of Underlying(s) or value and/or cost of hedging transactions. Such regulation may consequently affect the value, trading price and viability of the Notes. The Dodd-Frank Act and future rulemaking thereunder could potentially limit or completely restrict the ability of the Issuer to hedge its exposure on Notes, increase the costs of hedging or make hedging strategies less effective, which may then constitute an Adjustment Event in respect of certain Notes.

Changes in exchange rates and exchange controls could result in a loss of the value of the Notes and payments in respect thereof in relation to the currency of the jurisdiction of an investor

An investment in Notes denominated in a Settlement Currency other than the currency of the jurisdiction of a particular investor (the **investor's currency**), entails significant risks that are not associated with a similar investment in a security denominated in the investor's currency. These risks include, but are not limited to:

- the possibility of significant market changes in rates of exchange between the investor's currency and the Settlement Currency;
- the possibility of significant changes in rates of exchange between the investor's currency and the Settlement Currency resulting from the official redenomination or revaluation of the Settlement Currency; and
- the possibility of the imposition or modification of foreign exchange controls by either the jurisdiction of the investor's or foreign governments.

These risks generally depend on factors over which none of Citigroup Inc., CBNA, CGMHI, the CGMHI Guarantor, CGMFL and the CGMFL Guarantor has any control and which cannot be readily foreseen, such as:

- economic events;
- political events; and
- the supply of, and demand for, the relevant currencies.

In recent years, rates of exchange between some foreign currencies in which the Notes may be denominated have been volatile. This volatility may be expected in the future. Fluctuations that have occurred in any particular exchange rate in the past are not necessarily indicative, however, of fluctuation that may occur in the rate during the term of any Note. Depreciation of the Settlement Currency of a Note against an investor's currency would result in a decrease in the effective yield of such Note below

its coupon rate (if applicable) and could result in a substantial loss to the investor in terms of the investor's currency.

Governments and monetary authorities have imposed from time to time, and may in the future impose, exchange controls that could affect applicable exchange rates as well as the availability of a Settlement Currency at the time of payment of principal, any premium, or interest on any Note. There can be no assurance that exchange controls will not restrict or prohibit payments of principal, any premium, or interest denominated in any such Settlement Currency.

Even if there are no actual exchange controls, it is possible that a Settlement Currency would not be available to the Issuer and/or, where the Issuer is CGMHI, the CGMHI Guarantor and/or, where the Issuer is CGMFL, the CGMFL Guarantor when payments on a Note are due because of circumstances beyond the control of the Issuer and/or the CGMHI Guarantor and/or CGMFL Guarantor. Each investor should consult their own financial and legal advisers as to the risks of an investment in Notes denominated in a currency other than the investor's currency.

The above risks may be increased if any Settlement Currency and/or an investor's currency is the currency of an emerging market jurisdiction.

The unavailability of currencies could result in a loss of value of the Notes and payments thereunder

The currency in which payments on a Note are required to be made may be redenominated, for example, because such currency is:

- unavailable due to the imposition of exchange controls or other circumstances beyond the Issuer's and/or, where the Issuer is CGMHI, the CGMHI Guarantor's and/or, where the Issuer is CGMFL, the CGMFL Guarantor's control;
- no longer used by the government of the country issuing the currency; or
- no longer used for the settlement of transactions by public institutions of the international banking community,

Where the currency in which payments in respect of a Note is officially redenominated, other than as a result of Economic and Monetary Union, such as by an official redenomination of any such currency that is a composite currency, then the payment obligations of the Issuer and/or, where the Issuer is CGMHI, the CGMHI Guarantor and/or, where the Issuer is CGMFL, the CGMFL Guarantor on such Note immediately following the redenomination will be the amount of redenominated currency that represents the amount of the Issuer's and/or, where the Issuer is CGMHI, the CGMHI Guarantor's and/or, where the Issuer is CGMFL, the CGMFL Guarantor's obligations immediately before the redenomination. The Notes will not provide for any adjustment to any amount payable as a result of:

- any change in the value of the Settlement Currency of those Notes relative to any other currency due solely to fluctuations in exchange rates; or
- any redenomination of any component currency of any composite currency, unless that composite currency is itself officially redenominated.

Certain considerations associated with Notes relating to security indices

Investors in Notes relating to security indices should be familiar with investments in global capital markets and with indices generally. The level of a security index is generally based on the value of the component securities of that index although investors should note that the level of a security index at any time may not include the reinvestment of the yield on the component securities of such security index. Investors should understand that global economic, financial and political developments, among other things, may have a material effect on the value of the component securities of a security index and/or the performance of a security index.

RISK FACTORS

The risks of a particular Note linked to a security index will depend on the terms of that Note. Such risks may include, but are not limited to, the possibility of significant changes in:

- the prices of the component securities of the relevant index or indices (**component securities**) and the weighting of each component within the relevant index or indices;
- other objective prices; and
- economic or other measures making up the relevant security index or indices.

Investors should note that any dividends, other distributions assets and/or amounts paid to holders of the component securities will not be paid to the Issuer, the CGMHI Guarantor (where the Issuer is CGMHI), the CGMFL Guarantor (where the Issuer is CGMFL) or to the holders of Notes. The return on Notes will thus not reflect any such assets and/or amounts which would be paid to investors that have made a direct investment in any such component securities. Consequently, the return on Notes may be less than the return from a direct investment in any such component securities.

Market volatility reflects the degree of instability and expected instability of the performance of a security index and the component securities. The level of market volatility is largely determined by the prices for financial instruments supposed to protect investors against such market volatility. The prices of these instruments are determined by forces of supply and demand in the options and derivative markets generally. These forces are, themselves, affected by factors such as actual market volatility, expected volatility, economic factors and speculation. In recent years, currency exchange rates and prices for component securities have been highly volatile. Such volatility may be expected in the future. Fluctuations in the rates or prices that have occurred in the past are not necessarily indicative, however, of fluctuations that may occur during the term of any Note relating to Security Indices.

In considering whether to purchase Notes relating to Security Indices, each investor should be aware that the calculation of amounts payable or, as applicable, assets due on Notes relating to Security Indices may involve reference to:

- an index determined by an affiliate of the Issuer and/or the CGMHI Guarantor (if applicable) and/or the CGMFL Guarantor (if applicable); or
- prices that are published solely by third parties or entities which are not regulated by the laws of the United States, the EEA, the United Kingdom or the jurisdiction of the particular investor.

Disrupted Days, Adjustment Events and Early Redemption in relation to Notes linked to Security Indices

As the terms and conditions of Notes relating to Security Indices include provisions dealing with the postponement of a Valuation Date due to the occurrence of a Disrupted Day, such postponement or any alternative provisions for valuation provided in the terms and conditions of such Notes may have an adverse effect on the value of such Notes.

If the Calculation Agent determines that an Adjustment Event occurs in respect of any security index (being (a) the occurrence at any time of a change in law affecting any underlying hedging position in relation to the Notes or materially increasing the Issuer's costs in relation to performing its obligations in respect of the Notes, a Hedging Disruption or an Increased Cost of Hedging; (b) such security index (i) not being calculated and announced by or on behalf of the relevant index sponsor but instead being calculated and announced by or on behalf of a successor to the relevant index sponsor or (ii) being replaced by a successor index; or (c) if Additional Index Provisions for China Connect Service are specified as applicable for a Security Index, Adjustment Events may, if so specified in the applicable Pricing Supplement, include that any component securities cease to be accepted as "China Connect Securities" or the China Connect Service is suspended or terminated which materially affects the routing of orders or holding of any component security and which is reasonably likely not to be temporary; or (d) any Additional Disruption Event specified in the applicable Pricing Supplement), then the Calculation Agent shall make such adjustment(s) to the terms of the Notes as the Calculation Agent determines necessary to account for the effect of such Adjustment Event or the Calculation Agent may replace the security index the subject of the Adjustment Event with a new security index using, in the determination

of the Calculation Agent, the same or a substantially similar formula and method of calculation as used in the calculation of the level of such security index or a security index selected by reference to such other criteria as specified in the applicable Pricing Supplement. Any such adjustment may include, in the case of an Increased Cost of Hedging, adjustments to pass onto Noteholders any such Increased Cost of Hedging (including, but not limited to, reducing any amounts payable or deliverable in respect of the Notes to reflect any such increased costs). Any such adjustments may have an adverse effect on the value of such Notes and, if the Calculation Agent determines that no adjustment can reasonably so be made, such Adjustment Event shall be an Early Redemption Event.

If the Calculation Agent determines that a Security Index Adjustment Event occurs (being, in respect of a security index, the relevant index sponsor announcing that it will make a material change to a relevant security index, the index sponsor permanently cancelling the index and no successor index existing or the index sponsor or any other person or entity acting on its behalf failing to calculate and announce the relevant index), then the Calculation Agent may determine whether such Security Index Adjustment Event has a material effect on the relevant Notes and, if so, shall either (A) calculate the relevant level of such security index in accordance with the formula for and method of calculating the relevant security index last in effect prior to the applicable change, cancellation or failure and/or (B) substitute the affected security index with a replacement index using, in the determination of the Calculation Agent, the same or a substantially similar formula and method of calculation as used in the calculation of the level of such security index or a security index selected by reference to such other criteria as specified in the applicable Pricing Supplement and determine any adjustment necessary to the terms of the Notes to account for such substitution and/or (C) make such adjustments to the terms of the Notes as it determines necessary or appropriate to account for the effect of such Security Index Adjustment Event. Any such calculation, substitution and/or adjustment may have an adverse effect on the value of such Notes and, if the Calculation Agent determines that no calculation or substitution can reasonably so be made, such Security Index Adjustment Event shall be an Early Redemption Event.

If an Early Redemption Event occurs (being (a) circumstances in which the Calculation Agent determines that no adjustment or substitution can reasonably be made following an Adjustment Event, (b) no calculation or substitution can be made following a Security Index Adjustment Event, (c) a Section 871(m) Event or (d) a Hedging Disruption Early Termination Event (if specified as applicable in the applicable Pricing Supplement)), the Notes may be redeemed as more fully set out in the terms and conditions of the relevant Notes. If the Notes are redeemed early, the Issuer will pay to each Noteholder in respect of each Calculation Amount held by such holder an amount equal to the fair market value of such Calculation Amount less the cost to the Issuer and/or its affiliates of unwinding any underlying and/or related hedging and funding arrangements, as determined by the Calculation Agent, or such other amount as is specified in the applicable Pricing Supplement. There is no guarantee that the amount repaid to investors will be equal to or higher than the investor's initial investment in the relevant Notes and such amount may be substantially less than the investor's initial investment.

Investors in Notes relating to Security Indices should read "*Underlying Schedule 1 – Security Index Conditions*" in this Offering Circular and the applicable Pricing Supplement in order to fully understand the provisions relating to such Notes.

The type and rules of the Security Index (or Security Indices) to which the Securities are linked may have an adverse effect on the value of and return on the Securities

Price Return and Total Return Indices

The rules governing the composition and calculation of the relevant Security Index may stipulate that dividends paid on its components are included in the calculation of the index level (a "total return" index) or are not included in the calculation of the index level (a "price return" index).

Where Notes are linked to a "price return" index, holders of the Notes will not participate in dividends paid on the components comprising the Security Index. As a result, holders of Notes linked to such Security Index would lose the benefit of any dividends paid by the components of the Security Index and such Notes may not perform as well as a position where such holder had invested directly in such components or where they invested in a "total return" version of the Security Index, or in another product.

RISK FACTORS

In the case of Notes linked to a "total return" index, net dividends (in the case of a "net total return" index) or gross dividends (in the case of a "gross total return" index) paid on its components are included in the calculation of the index level. In the case of a "net total return" index, dividends paid on its components may not be fully reinvested in the Security Index and accordingly, investors may receive a lower return on Notes linked to such Security Index than you would have received if you had invested in the components of such Security Index directly or in another product.

Decrement Indices

If the Security Index has a "decrement" feature, the return on such Security Index will be calculated by reinvesting net dividends or gross dividends (depending on the type and rules of such Security Index) paid by its components and by subtracting on a daily basis a pre-defined amount (a **Synthetic Dividend**). The Synthetic Dividend may be defined as a percentage of the index level or as a fixed number of index points. Investors should note that any of the following factors, where applicable, could adversely affect the value of and return on Notes linked to a "decrement" index:

- A Security Index with a "decrement" feature will underperform a "total return" index that is used as a base index to calculate such Security Index since the latter is calculated without the deduction of a Synthetic Dividend. Similarly, where such Security Index tracks the performance of a single component security, the Security Index will underperform a direct investment in such component security as such investment would benefit from dividends paid by the component security without the deduction of a Synthetic Dividend.
- A Security Index with a "decrement" feature will underperform the corresponding "price return" index if the amount of dividends paid by the components of such Security Index is less than the amount of the Synthetic Dividend deducted. Where such Security Index tracks the performance of a single component security, the Security Index will underperform a direct investment in such component security as such investment would benefit from dividends paid by the component security without the deduction of a Synthetic Dividend.
- Where the Synthetic Dividend is defined as a fixed number of index points (as opposed to a percentage of the index level), the Synthetic Dividend yield (calculated as the ratio of the fixed index point decrement to the relevant decrement index level) will increase in a falling equities market as the Synthetic Dividend is a fixed amount. In such scenario, the fixed deduction will have a greater negative impact on the index level of the relevant Security Index than if the Synthetic Dividend was defined as a percentage of the index level. It is even possible that in a steeply falling market scenario the index level could become negative, since the amount of decrement expressed in index points will not vary with the level of the decrement index.

Certain considerations associated with Notes relating to inflation indices

Investors in Notes relating to inflation indices should be familiar with investments in global capital markets and with indices generally.

The risks of a particular Note relating to inflation indices will depend on the terms of that Note. Many economic and market factors may influence an inflation index and consequently the value of Notes relating to inflation indices, including:

- general economic, financial, political or regulatory conditions and/or events; and/or
- fluctuations in the prices of various assets, goods, services and energy resources (including in response to supply of, and demand for, any of them); and/or
- the level of inflation in the economy of the relevant country and expectations of inflation.

In particular, the level of an inflation index may be affected by factors unconnected with the financial markets.

Any such factor may either offset or magnify one or more of the other factors.

Adjustment Events and Early Redemption in relation to Notes linked to inflation indices

If a closing level for an inflation index for a specified reference month has not been published or announced by five business days prior to the relevant payment date, then the Calculation Agent shall determine a substitute index level. Any such substitution may have an adverse effect on the value of such Notes.

If the Calculation Agent determines that an Adjustment Event occurs in respect of any inflation index (being (a) the occurrence at any time of a change in law affecting any underlying hedging position in relation to the Notes or materially increasing the Issuer's costs in relation to performing its obligations in respect of the Notes, a Hedging Disruption or an Increased Cost of Hedging, or (b) the imposition of increased or unexpected fees and costs for the use of such index on the Issuer and/or any of its affiliates by the relevant index sponsor which the Calculation Agent deems material), then the Calculation Agent shall make such adjustment(s) to the terms of the Notes as the Calculation Agent determines necessary to account for the effect of such Adjustment Event including, in the case of an Increased Cost of Hedging, adjustments to pass onto Noteholders any such Increased Cost of Hedging (including, but not limited to, reducing any amounts payable or deliverable in respect of the Notes to reflect any such increased costs). Any such adjustments may have an adverse effect on the value of such Notes and, if the Calculation Agent determines that no adjustment can reasonably so be made, such Adjustment Event shall be an Early Redemption Event.

If "Revision" is specified as applicable for an inflation index in the applicable Pricing Supplement, then any revision to a closing level of an inflation index occurring before the relevant revision cut-off date shall be considered final and conclusive for the purpose of any determination made in respect of the Notes. If "No Revision" is specified as applicable in the applicable Pricing Supplement (or if "Revision" is not specified as applicable) then the first publication and announcement of a closing level for such inflation index shall be final and conclusive. Further, if the Calculation Agent determines that the index sponsor of an inflation index has corrected a closing level for such index to correct a manifest error no later than the earlier to occur of the relevant manifest error cut-off date and thirty calendar days following the first publication and announcement of such level, then the Calculation Agent may use the corrected level of such inflation index for the purposes of any calculation in respect of the relevant payment date. In the event of inconsistency between a revision and a manifest error correction, the manifest error correction shall prevail. Any such adjustment (or absence of an adjustment, for the purpose of the Notes) to any level of an inflation index may have an adverse effect on the value of the Notes.

If the Calculation Agent determines that either (a) a level for an inflation index has not been published or announced for two consecutive months and/or (b) the relevant index sponsor announces that it will no longer continue to publish or announce such inflation index and/or (c) the relevant index sponsor cancels such inflation index then the Calculation Agent may replace the originally designated inflation index with a successor index. Any such adjustment may have an adverse effect on the value of the Notes and, if no successor index can be determined, then an Early Redemption Event shall occur with respect to the Notes.

If an index sponsor announces, in respect of an inflation index, that it will make a material change to a relevant inflation index then the Calculation Agent shall make such consequential adjustments to the terms of the Notes as are consistent with any adjustment made to any relevant fallback bond or as are necessary for such modified inflation index to continue as an inflation index for the purpose of the Notes. Any such adjustments may have an adverse effect on the value of such Notes and, if the Calculation Agent determines that no adjustment can reasonably so be made, then an Early Redemption Event shall occur with respect to the Notes.

If an Early Redemption Event occurs (being (a) circumstances in which the Calculation Agent determines that no adjustment can reasonably be made following an Adjustment Event, (b) no successor index can be determined or no adjustment can reasonably be made following a material change to a relevant inflation index, (c) a Section 871(m) Event or (d) a Hedging Disruption Early Termination Event (if specified as applicable in the applicable Pricing Supplement)), the Notes may be redeemed as more fully set out in the terms and conditions of the relevant Notes. If the Notes are redeemed early, the Issuer will pay to each Noteholder in respect of each Calculation Amount held by such holder an amount equal to the fair market value of such Calculation Amount less the cost to the Issuer and/or its affiliates of

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unwinding any underlying and/or related hedging and funding arrangements, as determined by the Calculation Agent, or such other amount as is specified in the applicable Pricing Supplement. There is no guarantee that the amount repaid to investors will be equal to or higher than the investor's initial investment in the relevant Notes and such amount may be substantially less than the investor's initial investment.

Investors in Notes relating to inflation indices should read "*Underlying Schedule 2 – Inflation Index Conditions*" in this Offering Circular and the applicable Pricing Supplement in order to fully understand the provisions relating to such Notes.

Certain considerations associated with Notes relating to commodity indices

Investors should be familiar with investments in global capital markets and with indices and commodities generally. The level of a commodity index is generally based on the value of the commodities and/or other securities comprised in that commodity index and, as such, investors in Notes relating to commodity indices should also read "Certain considerations associated with Notes relating to commodities" below. Investors should understand that global economic, financial and political developments, among other things, may have a material effect on the value of the commodities and/or futures contracts comprising a commodity index and/or the performance of such index.

The risks of a particular Note relating to a commodity index will depend on the terms of that Note. Such risks may include, but are not limited to, the possibility of significant changes in the prices of:

- the commodities and/or futures underlying the relevant index or indices;
- another objective price; and
- economic or other measures making up the relevant index or indices.

Disrupted Days, Adjustment Events and Early Redemption in relation to Notes linked to commodity indices

The terms and conditions of Notes relating to commodity indices include provisions dealing with the postponement of a Valuation Date or postponement of the valuation of a component of a commodity index due to the occurrence of a disrupted day, such postponement or any alternative provisions for valuation provided in the terms and conditions of such Notes may have an adverse effect on the value of such Notes.

If the Calculation Agent determines that an Adjustment Event occurs in respect of any commodity index (being (a) the occurrence at any time of a change in law affecting any underlying hedging position in relation to the Notes or materially increasing the Issuer's costs in relation to performing its obligations in respect of the Notes, a Hedging Disruption or an Increased Cost of Hedging, (b) the substitution of a commodity index with a substitute commodity index due to the originally designated commodity index being either (i) not calculated and announced by or on behalf of the relevant index sponsor but instead being calculated and announced by or on behalf of a successor to the relevant index sponsor acceptable to the Calculation Agent or (ii) replaced by a successor index, (c) the imposition of increased or unexpected fees and costs for the use of such index on the Issuer and/or any of its affiliates by the relevant index sponsor which the Calculation Agent deems material, or (d) the imposition of, change in or removal of any tax relating to any component of such commodity index or commodity relating to such component (if specified as applicable in the applicable Pricing Supplement) which the Calculation Agent deems material), then the Calculation Agent shall make such adjustment(s) to the terms of the Notes as the Calculation Agent determines necessary to account for the effect of such Adjustment Event or the Calculation Agent may replace the commodity index the subject of the Adjustment Event with a new commodity index using, in the determination of the Calculation Agent, the same or a substantially similar formula and method of calculation as used in the calculation of the level of such commodity index or a commodity index selected by reference to such other criteria as specified in the applicable Pricing Supplement. Any such adjustment may include, in the case of an Increased Cost of Hedging, adjustments to pass onto Noteholders any such Increased Cost of Hedging (including, but not limited to, reducing any amounts payable or deliverable in respect of the Notes to reflect any such increased costs). Any such

adjustments may have an adverse effect on the value of such Notes and, if the Calculation Agent determines that no adjustment can reasonably so be made, such Adjustment Event shall be an Early Redemption Event.

If the Calculation Agent determines that a Commodity Index Adjustment Event occurs (being, in respect of a commodity index, the relevant index sponsor announcing that it will make a material change to a relevant commodity index, the index sponsor permanently cancelling the index and no successor index existing or the index sponsor or any other person or entity on its behalf failing to calculate and announce the relevant index), then the Calculation Agent may determine whether such Commodity Index Adjustment Event has a material effect on the relevant Notes and, if so, shall either (A) calculate the relevant level of such commodity index in accordance with the formula for and method of calculating the relevant commodity index last in effect prior to the applicable change, cancellation or failure and/or (B) substitute the affected commodity index with a replacement index using, in the determination of the Calculation Agent, the same or a substantially similar formula and method of calculation as used in the calculation of the level of such commodity index or a commodity index selected by reference to such other criteria as specified in the applicable Pricing Supplement and determine any adjustment necessary to the terms of the Notes to account for such substitution and/or (C) make such adjustments to the terms of the Notes as it determines necessary or appropriate to account for the effect of such Commodity Index Adjustment Event. Any such calculation, substitution and/or adjustment may have an adverse effect on the value of such Notes and, if the Calculation Agent determines that no calculation or substitution can reasonably so be made, such Adjustment Event shall be an Early Redemption Event.

If an Early Redemption Event occurs (being (a) circumstances in which the Calculation Agent determines that no adjustment or substitution can reasonably be made following an Adjustment Event, (b) no calculation or substitution can reasonably be made following a Commodity Index Adjustment Event, (c) a Section 871(m) Event or (d) a Hedging Disruption Early Termination Event (if specified as applicable in the applicable Pricing Supplement)), the Notes may be redeemed as more fully set out in the terms and conditions of the relevant Notes. If the Notes are redeemed early, the Issuer will pay to each Noteholder in respect of each Calculation Amount held by such holder an amount equal to the fair market value of such Calculation Amount less the cost to the Issuer and/or its affiliates of unwinding any underlying and/or related hedging and funding arrangements, as determined by the Calculation Agent or such other amount as is specified in the applicable Pricing Supplement. There is no guarantee that the amount repaid to investors will be equal to or higher than the investor's initial investment in the relevant Notes and such amount may be substantially less than the investor's initial investment.

Investors in Notes relating to commodity indices should read "*Underlying Schedule 3 – Commodity Index Conditions*" in this Offering Circular and the applicable Pricing Supplement in order to fully understand the provisions relating to such Notes.

Certain considerations associated with Notes linked to commodities

Investors should note that the movements in the price of any relevant commodities may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices and the timing of changes in the relevant price of a commodity or commodities may affect the actual yield of the Notes, even if the average level is consistent with their expectations. In general, the earlier the change in the price or prices of the commodities, the greater the effect on yield of the Notes.

Commodity futures markets are highly volatile. Commodity markets are influenced by, among other things, changing supply and demand relationships, weather, governmental, agricultural, commercial and trade programmes and policies designed to influence commodity prices, world political and economic events, and changes in interest rates. Moreover, investments in futures and options contracts involve additional risks including, without limitation, leverage (margin is usually a percentage of the face value of the contract and exposure can be nearly unlimited). A holder of a futures position may find such position becomes illiquid because certain commodity exchanges limit fluctuations in certain futures contract prices during a single day by regulations referred to as "daily price fluctuation limits" or "daily limits". Under such daily limits, during a single trading day no trades may be executed at prices beyond the daily limits. Once the price of a contract for a particular future has increased or decreased by an amount equal to the daily limit, positions in the future can neither be taken nor liquidated unless traders are willing to effect trades at or within the limit. This could prevent a holder from promptly liquidating

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unfavourable positions and subject it to substantial losses. Futures contract prices in various commodities occasionally have exceeded the daily limit for several consecutive days with little or no trading. Similar occurrences could prevent the liquidation of unfavourable positions and subject an investor in a Note relating to commodities to such contract prices resulting in substantial losses.

Risk related to the possible rolling mechanism of commodity futures contracts

The yield on Notes relating to commodities may not perfectly correlate to the trend in the price of the underlying commodities as the use of such future commodity contracts generally involves a rolling mechanism. This means that the commodity futures contracts which expire prior to the relevant payment date under the relevant Notes are replaced with future commodity contracts that have a later expiry date. Investors may therefore only marginally benefit from any rise/fall in prices on such commodities.

Moreover, investors should consider that the commodity futures contracts could have a trend which differs significantly from that of the commodity spot markets. The trend in the price of a commodity futures contracts compared to the underlying commodity is closely linked to the present and future level of the production of the underlying commodity or to the level of estimated natural reserves, particularly in the case of energy commodities. In addition, the price of the relevant commodity futures contract may not be considered an accurate prediction of a market price, since it also includes the so-called "carrying costs" (such as, for example, warehouse costs, insurance covering the goods, transportation etc.), which also contribute toward the determination of the price of the commodity futures contracts. These factors which directly influence the commodities prices substantially explain the imperfect correlation between the commodity spot markets and the commodity futures contracts.

Disrupted Days, Adjustment Events and Early Redemption in relation to Notes linked to commodities

As the terms and conditions of Notes relating to commodities include alternative provisions for valuation and/or provisions dealing with the postponement of a Valuation Date due to the occurrence of a Disrupted Day, such alternative provisions for valuation or postponement may have an adverse effect on the value of such Notes.

If the Calculation Agent determines that an Adjustment Event occurs in respect of any commodity (being the occurrence at any time of a change in law affecting any underlying hedging position in relation to the Notes or materially increasing the Issuer's costs in relation to performing its obligations in respect of the Notes, a Hedging Disruption or an Increased Cost of Hedging), then the Calculation Agent shall make such adjustment(s) to the terms of the Notes as the Calculation Agent determines necessary to account for the effect of such Adjustment Event including, in the case of an Increased Cost of Hedging, adjustments to pass onto Noteholders any such Increased Cost of Hedging (including, but not limited to, reducing any amounts payable or deliverable in respect of the Notes to reflect any such increased costs). Any such adjustments may have an adverse effect on the value of such Notes and, if the Calculation Agent determines that no adjustment can reasonably so be made, such Adjustment Event shall be an Early Redemption Event.

If an Early Redemption Event occurs (being (a) circumstances in which the Calculation Agent determines that no adjustment can reasonably be made following an Adjustment Event, (b) the occurrence of a disruption event and any relevant disruption fallbacks fail (or are deemed to fail) to provide a relevant price in respect of a commodity and a valuation date, (c) any Additional Early Redemption Event specified in the applicable Pricing Supplement (being an "abandonment of scheme" in relation to commodities that are emissions) or any other event specified as such in the applicable Pricing Supplement, (d) a Section 871(m) Event or (e) a Hedging Disruption Early Termination Event (if specified as applicable in the applicable Pricing Supplement)), the Notes may be redeemed as more fully set out in the terms and conditions of the relevant Notes. If the Notes are redeemed early, the Issuer will pay to each Noteholder in respect of each Calculation Amount held by such holder an amount equal to the fair market value of such Calculation Amount less the cost to the Issuer and/or its affiliates of unwinding any underlying and/or related hedging and funding arrangements, as determined by the Calculation Agent or such other amount as is specified in the applicable Pricing Supplement. There is no guarantee that the amount repaid to investors will be equal to or higher than the investor's initial investment in the relevant Notes and such amount may be substantially less than the investor's initial investment.

Investors in Notes relating to commodities should read "*Underlying Schedule 4 – Commodity Conditions*" in this Offering Circular and the applicable Pricing Supplement in order to fully understand the provisions relating to such Notes.

Certain considerations associated with Notes relating to shares

Investors should be familiar with investments in global capital markets and with shares generally. Before purchasing Notes, investors should carefully consider, among other matters, the value and price volatility of shares by reference to which amounts payable or deliverable under the relevant Notes are calculated.

Notes will give rise to obligations of the Issuer and will not give rise to any obligations of any share company. No offer is made by any share company and no offer is made of other securities supported by or convertible into shares or other securities of any share company.

No issuer of such shares will have participated in the preparation of the applicable Pricing Supplement or in establishing the terms of the Notes and none of Citigroup Inc., CBNA, CGMHI, the CGMHI Guarantor, CGMFL, the CGMFL Guarantor and any Dealer will make any investigation or enquiry in connection with such offering with respect to the information concerning any such issuer of shares contained in such Pricing Supplement or in the documents from which such information was extracted. Consequently, there can be no assurance that all events occurring prior to the relevant issue date (including events that would affect the accuracy or completeness of the publicly available documents described in this paragraph or in any applicable Pricing Supplement) that would affect the trading price of the share will have been publicly disclosed. Subsequent disclosure of any such events or the disclosure of or failure to disclose material future events concerning such an issuer of shares could affect the trading price of the shares and therefore the trading price of the relevant Notes.

Except as provided in the applicable Pricing Supplement in relation to Physical Delivery Notes, Noteholders will not have voting rights or rights to receive dividends or distributions or any other rights with respect to the relevant shares to which such Notes relate notwithstanding that if so specified in the applicable Pricing Supplement, Noteholders may be entitled to receive payments calculated by reference to the amount of dividends, distributions or other payments that would be received by a holder of the relevant shares. The return on such Notes may thus not reflect any dividends or other distributions which would be paid to investors that have made a direct investment in the relevant shares. Consequently, the return on Notes linked to shares may be less than the return from a direct investment in the relevant shares.

The risks of a Note relating to shares will depend on the terms of that Note. Such risks may include, but are not limited to, the possibility of significant changes in the price(s) of the share or shares. The value of shares may go down as well as up and the value of any share on any date may not reflect its performance in any prior period. There can be no assurance as to the future value of any share or of the continued existence of any share or share company. In addition, in certain circumstances it may not be possible or practicable for the Calculation Agent to determine the value of the relevant shares – see "*Disrupted Days, Adjustment Events and Early Redemption in relation to Notes linked to shares*" below. Accordingly, before making an investment decision with respect to Notes, prospective investors should carefully consider whether an investment, the return on which will depend on the performance of shares, is suitable for them.

In considering whether to purchase Notes relating to shares, each investor should be aware that the calculation of amounts payable on such Notes may involve reference to the performance of one or more shares over a period of time and to shares, the issuer(s) of which are incorporated outside the United States, the EEA and the United Kingdom.

Disrupted Days, Adjustment Events and Early Redemption in relation to Notes linked to shares

As the terms and conditions of the Notes include provisions dealing with the postponement of a Valuation Date due to the occurrence of a Disrupted Day, such postponement or any alternative provisions for valuation provided in the terms and conditions of such Notes may have an adverse effect on the value of such Notes.

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If the Calculation Agent determines that an Adjustment Event occurs in respect of a share (being (a) the occurrence at any time of a change in law affecting any underlying hedging position in relation to the Notes or materially increasing the Issuer's costs in relation to performing its obligations in respect of the Notes, a Hedging Disruption or an Increased Cost of Hedging, (b) a corporate action, de-listing, insolvency, merger event, nationalisation, tender offer and/or any Additional Disruption Event specified in the applicable Pricing Supplement or (c) if Additional Provisions for Shares traded through the China Connect Service are specified as applicable for a Share, Adjustment Events may, if so specified in the applicable Pricing Supplement, include that the relevant shares cease to be accepted as "China Connect Securities" or the China Connect Service is suspended or terminated which materially affects the routing of orders or holding of the relevant shares and which is reasonably likely not to be temporary), then the Calculation Agent shall make such adjustment(s) to the terms of the Notes as the Calculation Agent determines necessary to account for the effect of such Adjustment Event or the Calculation Agent may replace the share the subject of the Adjustment Event with a new share selected by the Calculation Agent from an applicable reference index or selected by reference to such other criteria as specified in the applicable Pricing Supplement. Any such adjustment may include, in the case of an Increased Cost of Hedging, adjustments to pass onto Noteholders any such Increased Cost of Hedging (including, but not limited to, reducing any amounts payable or deliverable in respect of the Notes to reflect any such increased costs). Any such adjustment(s) or substitution may have an adverse effect on the value of such Notes and, if the Calculation Agent determines that no adjustment(s) or substitution can reasonably so be made, such Adjustment Event shall be an Early Redemption Event.

If an Early Redemption Event occurs (being (a) circumstances where the Calculation Agent determines that no adjustment or substitution can reasonably be made following an Adjustment Event, (b) a Section 871(m) Event or (c) a Hedging Disruption Early Termination Event (if specified as applicable in the applicable Pricing Supplement)), the Notes may be redeemed as more fully set out in the terms and conditions of the relevant Notes. If the Notes are redeemed early, the Issuer will pay to each Noteholder in respect of each Calculation Amount held by such holder an amount equal to the fair market value of such Calculation Amount less the cost to the Issuer and/or its affiliates of unwinding any underlying and/or related hedging and funding arrangements, as determined by the Calculation Agent or such other amount as is specified in the applicable Pricing Supplement. There is no guarantee that the amount repaid to investors will be equal to or higher than the investor's initial investment in the relevant Notes and such amount may be substantially less than the investor's initial investment.

Investors in Notes relating to shares should read "*Underlying Schedule 5 – Share Conditions*" in this Offering Circular and the applicable Pricing Supplement in order to fully understand the provisions relating to such Notes.

Certain considerations associated with Notes relating to depositary receipts

Investors should be familiar with investments in global capital markets and with depositary receipts generally. Before purchasing Notes, investors should carefully consider, among other matters, the value and price volatility of depositary receipts and relevant underlying shares by reference to which amounts payable under the relevant Notes are calculated.

Notes will give rise to obligations of the Issuer and will not give rise to any obligations of any depositary or any underlying share company. No offer is made by any depositary or any underlying share company and no offer is made of other securities supported by or convertible into depositary receipts, underlying shares or other securities of any depositary or any underlying share company.

No issuer of such depositary receipts or any underlying shares related to such depositary receipts will have participated in the preparation of the applicable Pricing Supplement or in establishing the terms of the Notes and none of Citigroup Inc., CBNA, CGMHI, the CGMHI Guarantor, CGMFL, the CGMFL Guarantor and any Dealer will make any investigation or enquiry in connection with such offering with respect to the information concerning any depositary or any related underlying share company contained in such Pricing Supplement or in the documents from which such information was extracted. Consequently, there can be no assurance that all events occurring prior to the relevant issue date (including events that would affect the accuracy or completeness of the publicly available documents described in this paragraph or in any applicable Pricing Supplement) that would affect the trading price of the depositary receipt or the underlying share will have been publicly disclosed. Subsequent disclosure

of any such events or the disclosure of or failure to disclose material future events concerning such depositary or underlying share company could affect the trading price of the depositary receipts and therefore the trading price of the relevant Notes.

Except as provided in the applicable Pricing Supplement in relation to Physical Delivery Notes, Noteholders will not have voting rights or rights to receive dividends or distributions or any other rights with respect to the relevant depositary receipts and/or underlying shares to which such Notes relate notwithstanding that, if so specified in the applicable Pricing Supplement, Noteholders may be entitled to receive payments calculated by reference to the amount of dividends, distributions or other payments that would be received by a holder of the relevant depositary receipts and/or underlying shares. The return on such Notes may thus not reflect any dividends or other distributions which would be paid to investors that have made a direct investment in the relevant depositary receipts and/or underlying shares. Consequently, the return on Notes linked to depositary receipts may be less than the return from a direct investment in the relevant depositary receipts and/or underlying shares.

The risks of a Note relating to depositary receipts will depend on the terms of that Note. Such risks may include, but are not limited to, the possibility of significant changes in the price(s) of the depositary receipts. The value of depositary receipts may go down as well as up and the value of any depositary receipt on any date may not reflect its performance in any prior period. There can be no assurance as to the future value of any depositary receipts or of the continued existence of any depositary and/or underlying share company. In addition, in certain circumstances it may not be possible or practicable for the Calculation Agent to determine the value of the relevant depositary receipts – see "*Disrupted Days, Adjustment Events and Early Redemption in relation to Notes linked to depositary receipts*" below. Accordingly, before making an investment decision with respect to Notes, prospective investors should carefully consider whether an investment, the return on which will depend on the performance of the depositary receipts and the underlying shares related to such depositary receipts, is suitable for them.

In considering whether to purchase Notes relating to depositary receipts, each investor should be aware that the calculation of amounts payable on such Notes may involve reference to the performance of one or more depositary receipts and the related underlying shares over a period of time and to depositary receipts and/or underlying shares, the issuer(s) of which are incorporated outside the United States, the EEA and the United Kingdom.

Disrupted Days, Adjustment Events and Early Redemption in relation to Notes linked to depositary receipts

As the terms and conditions of the Notes include provisions dealing with the postponement of a Valuation Date due to the occurrence of a Disrupted Day, such postponement or any alternative provisions for valuation provided in the terms and conditions of such Notes may have an adverse effect on the value of such Notes.

If the Calculation Agent determines that an Adjustment Event occurs in respect of a depositary receipt and/or an underlying share (being (a) the occurrence at any time of a change in law affecting any underlying hedging position in relation to the Notes or materially increasing the Issuer's costs in relation to performing its obligations in respect of the Notes, a Hedging Disruption or an Increased Cost of Hedging or (b) a corporate action, delisting, insolvency, merger event, nationalisation, tender offer, written instructions being given by an underlying share company to the relevant depositary to withdraw or surrender underlying shares or the termination of a relevant deposit agreement and/or any Additional Disruption Event specified in the applicable Pricing Supplement), then the Calculation Agent shall make such adjustment(s) to the terms of the Notes as the Calculation Agent determines necessary to account for the effect of such Adjustment Event or the Calculation Agent may replace the depositary receipt and/or the underlying share the subject of the Adjustment Event with a new depositary receipt selected by the Calculation Agent (referencing, where "same underlying share and currency" is specified as the Depositary Receipt Substitution Criteria in the applicable Pricing Supplement, the same underlying share and denominated in the same currency as the previous depositary receipt (and, if no such depositary receipt is selected or available, then the underlying share shall be substituted and a new depositary receipt selected in respect of such new underlying share) or in accordance with any other criteria specified in the applicable Pricing Supplement) and/or a new share selected by the Calculation Agent: (a) from an applicable reference index, or (b) in accordance with the criteria (if any) specified in the applicable

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Pricing Supplement. Any such adjustment may include, in the case of an Increased Cost of Hedging, adjustments to pass onto Noteholders any such Increased Cost of Hedging (including, but not limited to, reducing any amounts payable or deliverable in respect of the Notes to reflect any such increased costs). Any such adjustment(s) or substitution may have an adverse effect on the value of such Notes and, if the Calculation Agent determines that no adjustment(s) or substitution can reasonably so be made, such Adjustment Event shall be an Early Redemption Event.

If an Early Redemption Event occurs (being (a) circumstances where the Calculation Agent determines that no adjustment(s) or substitution can reasonably be made following an Adjustment Event, (b) a Section 871(m) Event or (c) a Hedging Disruption Early Termination Event (if specified as applicable in the applicable Pricing Supplement)), the Notes may be redeemed as more fully set out in the terms and conditions of the relevant Notes. If the Notes are redeemed early, the Issuer will pay to each Noteholder in respect of each Calculation Amount held by such holder an amount equal to the fair market value of such Calculation Amount less the cost to the Issuer and/or its affiliates of unwinding any underlying and/or related hedging and funding arrangements, as determined by the Calculation Agent or such other amount as is specified in the applicable Pricing Supplement. There is no guarantee that the amount repaid to investors will be equal to or higher than the investor's initial investment in the relevant Notes and such amount may be substantially less than the investor's initial investment.

Investors in Notes relating to depositary receipts should read "*Underlying Schedule 6 – Depositary Receipt Conditions*" in this Offering Circular and the applicable Pricing Supplement in order to fully understand the provisions relating to such Notes.

Certain considerations associated with Notes relating to ETF shares

Investors in Notes relating to exchange traded fund shares (**ETF shares**) should be familiar with investments in global capital markets and with ETF shares generally. Before purchasing Notes, investors should carefully consider, among other matters, the value and price volatility of ETF shares by reference to which amounts payable under the relevant Notes are calculated.

Notes will give rise to obligations of the Issuer and will not give rise to any obligations of the issuer of any ETF shares. No offer is made by any issuer of ETF shares and no offer is made of other securities supported by or convertible into ETF shares or other securities of any fund or other issuer of securities.

No issuer of ETF shares will have participated in the preparation of the applicable Pricing Supplement or in establishing the terms of the Notes and none of Citigroup Inc., CBNA, CGMHI, the CGMHI Guarantor, CGMFL, the CGMFL Guarantor and any Dealer will make any investigation or enquiry in connection with such offering with respect to the information concerning any such issuer of ETF shares contained in such Pricing Supplement or in the documents from which such information was extracted. Consequently, there can be no assurance that all events occurring prior to the relevant issue date (including events that would affect the accuracy or completeness of the publicly available documents described in this paragraph or in any applicable Pricing Supplement) that would affect the trading price of the ETF share will have been publicly disclosed. Subsequent disclosure of any such events or the disclosure of or failure to disclose material future events concerning such an issuer of ETF shares could affect the trading price of the ETF share and therefore the trading price of the relevant Notes.

Investors should note that whilst ETF shares are traded on an exchange and are therefore valued in a similar manner as a share traded on an exchange, the Adjustment Events in relation to Notes linked to ETF shares include certain adjustments which would be applicable to Notes linked to an underlying fund.

Except as provided in the applicable Pricing Supplement in relation to Physical Delivery Notes, Noteholders will not have voting rights or rights to receive dividends or distributions or any other rights with respect to the relevant ETF shares to which such Notes relate notwithstanding that, if so specified in the applicable Pricing Supplement and Noteholders may be entitled to receive payments calculated by reference to the amount of dividends, distributions or other payments that would be received by a holder of the relevant ETF shares. The return on such Notes may thus not reflect any dividends or other distributions which would be paid to investors that have made a direct investment in relevant ETF shares. Consequently, the return on Notes linked to ETF shares may be less than the return from a direct investment in the relevant ETF shares.

The risks of a Note relating to ETF shares will depend on the terms of that Note. Such risks may include, but are not limited to, the possibility of significant changes in the price(s) of the ETF shares. The value of ETF shares may go down as well as up and the value of any ETF share on any date may not reflect its performance in any prior period. There can be no assurance as to the future value of any ETF share or of the continued existence of any ETF share or the issuer of such ETF share. In addition, in certain circumstances it may not be possible or practicable for the Calculation Agent to determine the value of the relevant ETF shares – see "*Disrupted Days, Adjustment Events and Early Redemption in relation to Notes linked to ETF shares*" below. Accordingly, before making an investment decision with respect to Notes, prospective investors should carefully consider whether an investment, the return on which will depend on the performance of ETF shares, is suitable for them.

In considering whether to purchase Notes relating to ETF shares, each investor should be aware that the calculation of amounts payable on such Notes may involve reference to the performance of one or more ETF shares over a period of time and to ETF shares, the issuer(s) of which are established outside the United States, the EEA and the United Kingdom.

Disrupted Days, Adjustment Events and Early Redemption in relation to Notes linked to ETF shares

As the terms and conditions of the Notes include provisions dealing with the postponement of a Valuation Date due to the occurrence of a Disrupted Day, such postponement or any alternative provisions for valuation provided in the terms and conditions of such Notes may have an adverse effect on the value of such Notes.

If the Calculation Agent determines that an Adjustment Event occurs in respect of an ETF share (being (a) the occurrence at any time of a change in law affecting any underlying hedging position in relation to the Notes or materially increasing the Issuer's costs in relation to performing its obligations in respect of the Notes, a Hedging Disruption or an Increased Cost of Hedging; (b) a corporate action, de-listing, insolvency, merger event, nationalisation, tender offer, fund modification, strategy breach, regulatory action, cross-contamination and/or any Additional Disruption Event specified in the applicable Pricing Supplement), then the Calculation Agent shall make such adjustment(s) to the terms of the Notes as the Calculation Agent determines necessary to account for the effect of such Adjustment Event or the Calculation Agent may replace the ETF share the subject of the Adjustment Event with a new exchange traded fund share selected by the Calculation Agent (which shall be an exchange-traded fund share which, where a "related index" is specified in the applicable Pricing Supplement, tracks such related index, or an index substantially similar in formula and calculation method, or an index selected by the Calculation Agent with reference to such other criteria as specified in the applicable Pricing Supplement). Any such adjustment may include, in the case of an Increased Cost of Hedging, adjustments to pass onto Noteholders any such Increased Cost of Hedging (including, but not limited to, reducing any amounts payable or deliverable in respect of the Notes to reflect any such increased costs). Any such adjustment(s) or substitution may have an adverse effect on the value of such Notes and, if the Calculation Agent determines that no adjustment(s) or substitution can reasonably so be made, such Adjustment Event shall be an Early Redemption Event.

If an Early Redemption Event occurs (being (a) circumstances where the Calculation Agent determines that no adjustment(s) or substitution can reasonably be made following an Adjustment Event, (b) a Section 871(m) Event or (c) a Hedging Disruption Early Termination Event (if specified as applicable in the applicable Pricing Supplement)), the Notes may be redeemed as more fully set out in the terms and conditions of the relevant Notes. If the Notes are redeemed early, the Issuer will pay to each Noteholder in respect of each Calculation Amount held by such holder an amount equal to the fair market value of such Calculation Amount less the cost to the Issuer and/or its affiliates of unwinding any underlying and/or related hedging and funding arrangements, as determined by the Calculation Agent or such other amount as is specified in the applicable Pricing Supplement. There is no guarantee that the amount repaid to investors will be equal to or higher than the investor's initial investment in the relevant Notes and such amount may be substantially less than the investor's initial investment.

Investors in Notes relating to ETF Shares should read "*Underlying Schedule 7 – Exchange-Traded Fund (ETF) Share Conditions*" in this Offering Circular and the applicable Pricing Supplement in order to fully understand the provisions relating to such Notes.

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Certain considerations associated with Notes relating to mutual fund interests

Investors in Notes relating to mutual fund interests should be familiar with investments in global capital markets and with mutual funds generally. Before purchasing Notes, investors should carefully consider, among other matters, the value and price volatility of mutual fund interests by reference to which amounts payable under the relevant Notes are calculated.

The Notes will give rise to obligations of the Issuer and will not give rise to any obligations of any mutual fund administrator, adviser or manager in respect of a mutual fund. No offer is made by any mutual fund administrator, adviser or manager in respect of a mutual fund and no offer is made of other mutual fund interests or any securities, investments or other assets in which any relevant mutual fund may trade or invest.

No mutual fund administrator, adviser or manager in respect of a mutual fund will have participated in the preparation of the applicable Pricing Supplement or in establishing the terms of the Notes and none of Citigroup Inc., CBNA, CGMHI, the CGMHI Guarantor, CGMFL, the CGMFL Guarantor and any Dealer will make any investigation or enquiry in connection with such offering with respect to the information concerning any such mutual fund contained in such Pricing Supplement or in the documents from which such information was extracted. Consequently, there can be no assurance that all events occurring prior to the relevant issue date (including events that would affect the accuracy or completeness of the publicly available documents described in this paragraph or in any applicable Pricing Supplement) that would affect the value of the mutual fund interest will have been publicly disclosed. Subsequent disclosure of any such events or the disclosure of or failure to disclose material future events concerning such mutual fund could affect the value of the mutual fund interest and therefore the trading price of the Notes.

Mutual funds may trade and invest in a broad range of investments such as debt and equity securities, commodities and foreign exchange and may enter into derivative transactions, including, without limitation, futures and options. Mutual fund interests may be illiquid and may only be traded on an infrequent basis. Investors should review the applicable Pricing Supplement to ascertain the characteristics of any relevant mutual fund interest. The trading strategies of mutual funds are often opaque. Mutual funds, as well as the markets and instruments in which they invest, are often not subject to review by governmental authorities, self-regulatory organisations or other supervisory authorities.

For all the above reasons, investing directly or indirectly in mutual funds is generally considered to be risky. If the underlying mutual fund does not perform sufficiently well, the value of the Notes will fall, and may in certain circumstances be zero.

The value of mutual fund interests may be affected by the performance of the relevant fund service providers and in particular the relevant fund adviser.

Except as provided in the applicable Pricing Supplement in relation to Physical Delivery Notes, Noteholders will not have voting rights or rights to receive dividends or distributions or any other rights with respect to the relevant mutual fund interests to which such Notes relate notwithstanding that, if so specified in the applicable Pricing Supplement, Noteholders may be entitled to receive payments calculated by reference to the amount of dividends, distributions or other payments that would be received by a holder of the mutual fund interests. The return on such Notes may thus not reflect any dividends or other distributions which would be paid to investors that have made a direct investment in relevant mutual fund interests. Consequently, the return on Notes linked to mutual fund interests may be less than the return from a direct investment in the relevant mutual fund interests.

The risks of a Note relating to mutual fund interests will depend on the terms of that Note. Such risks may include, but are not limited to, the possibility of significant changes in the value(s) of the mutual fund interests. The value of mutual fund interests may go down as well as up and the value of any mutual fund interest on any date may not reflect its performance in any prior period. There can be no assurance as to the future value of any mutual fund interest or of the continued existence of any mutual fund interest or the issuer of such mutual fund interest. In addition, in certain circumstances it may not be possible or practicable for the Calculation Agent to determine the value of the relevant mutual fund interest – see *"Disrupted Days, Adjustment Events and Early Redemption in relation to Notes linked to mutual fund*

interests" below. Accordingly, before making an investment decision with respect to Notes, prospective investors should carefully consider whether an investment, the return on which will depend on the performance of mutual fund interests, is suitable for them.

In considering whether to purchase Notes relating to mutual fund interests, each investor should be aware that the calculation of amounts payable on such Notes may involve reference to the performance of one or more mutual fund interests over a period of time and to mutual fund interests, the issuer(s) of which are established outside the United States, the EEA and the United Kingdom.

Disrupted Days, Adjustment Events and Early Redemption in relation to Notes linked to mutual fund interests

As the terms and conditions of the Notes include provisions dealing with the postponement of a Valuation Date due to the occurrence of a Disrupted Day, such postponement or any alternative provisions for valuation provided in the terms and conditions of such Notes may have an adverse effect on the value of such Notes.

If the Calculation Agent determines that an Adjustment Event occurs in respect of a mutual fund interest (being (a) the occurrence at any time of a change in law affecting any underlying hedging position in relation to the Notes or materially increasing the Issuer's costs in relation to performing its obligations in respect of the Notes, a Hedging Disruption or an Increased Cost of Hedging or (b) a corporate action, insolvency, merger event, nationalisation, adviser resignation event, fund modification, strategy breach, regulatory action, reporting disruption, cross-contamination, failure by a fund service provider and/or any Additional Disruption Event specified in the applicable Pricing Supplement), then the Calculation Agent shall make such adjustment(s) to the terms of the Notes as the Calculation Agent determines necessary to account for the effect of such Adjustment Event or the Calculation Agent may replace the mutual fund interest the subject of the Adjustment Event with a new mutual fund interest selected by the Calculation Agent (in a fund which provides daily liquidity, the shares or units of which may be subscribed, sold to or redeemed by the fund (subject to giving no more than two fund business days' notice and no charges being imposed by the fund), and which in the determination of the Calculation Agent, has the same or substantially similar strategies, and the same currency as, the affected mutual fund). Any such adjustment may include, in the case of an Increased Cost of Hedging, adjustments to pass onto Noteholders any such Increased Cost of Hedging (including, but not limited to, reducing any amounts payable or deliverable in respect of the Notes to reflect any such increased costs). Any such adjustment may also include a monetisation whereby the Calculation Agent shall determine the value of the Mutual Fund Interest affected by the relevant Adjustment Event on a date selected by the Calculation Agent and shall make such adjustments to the terms of the Notes so that the Notes reference such value (and interest thereon) rather than such Mutual Fund Interest. Any such adjustment(s) or substitution may have an adverse effect on the value of such Notes and, if the Calculation Agent determines that no adjustment(s) or substitution can reasonably so be made, such Adjustment Event shall be an Early Redemption Event.

If an Early Redemption Event occurs (being (a) circumstances where the Calculation Agent determines that no adjustment(s) or substitution can reasonably be made following an Adjustment Event, (b) the Calculation Agent determines that no Monetisation can reasonably be effected, (c) a Section 871(m) Event or (d) a Hedging Disruption Early Termination Event (if specified as applicable in the applicable Pricing Supplement)), the Notes may be redeemed as more fully set out in the terms and conditions of the relevant Notes. If the Notes are redeemed early, the Issuer will pay to each Noteholder in respect of each Calculation Amount held by such holder an amount equal to the fair market value of such Calculation Amount less the cost to the Issuer and/or its affiliates of unwinding any underlying and/or related hedging and funding arrangements, as determined by the Calculation Agent or such other amount as is specified in the applicable Pricing Supplement. There is no guarantee that the amount repaid to investors will be equal to or higher than the investor's initial investment in the relevant Notes and such amount may be substantially less than the investor's initial investment.

Investors in Notes relating to mutual fund interests should read "*Underlying Schedule 8 – Mutual Fund Conditions*" in this Offering Circular and the applicable Pricing Supplement in order to fully understand the provisions relating to such Notes.

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Certain considerations associated with Notes relating to currency exchange rates

Investors in Notes relating to currency exchange rates should be familiar with investments in global capital markets and with currency exchange rates generally. An investment in Notes linked to currency exchange rates may bear similar market risks to a direct investment in foreign exchange and investors should take advice accordingly.

Movements in currency exchange rates may be subject to significant fluctuations that may not correlate with changes in interest rates or other indices and the timing of changes in the currency exchange rates may affect the actual yield to investors, even if the average level is consistent with their expectations. In addition, Notes linked to currency exchange rates may be linked to emerging market currencies and, as such, may experience greater volatility and less certainty as to future levels or as against other currencies. Emerging market currencies are highly exposed to the risk of a currency crisis happening in the future and this could result in the occurrence of a Disrupted Day – see "*Disrupted Days, Adjustment Events and Early Redemption in relation to Notes linked to currency exchange rates where the EMTA Provisions are not specified as applicable in the applicable Pricing Supplement*" below.

Fluctuations in exchange rates and implied volatility of the relevant currency (or basket of currencies) will affect the value of the relevant Notes. Currency values may be affected by complex political and economic factors, including governmental action to fix or support the value of a currency/currencies, regardless of other market forces (see "*Changes in exchange rates and exchange controls could result in a loss of the value of the Notes and payments in respect thereof in relation to the currency of the jurisdiction of an investor*" above).

Disrupted Days, Adjustment Events and Early Redemption in relation to Notes linked to currency exchange rates where the EMTA Provisions are not specified as applicable in the applicable Pricing Supplement

As the terms and conditions of the Notes include provisions dealing with the postponement of a Valuation Date due to the occurrence of a Disrupted Day, such postponement or any alternative provisions for valuation provided in the terms and conditions of the Notes may have an adverse effect on the value of such Notes.

If the Calculation Agent determines that an Adjustment Event occurs in respect of a currency exchange rate (being (a) the occurrence at any time of a change in law affecting any underlying hedging position in relation to the Notes or materially increasing the Issuer's costs in relation to performing its obligations in respect of the Notes, a Hedging Disruption or an Increased Cost of Hedging or (b) a relevant country has lawfully converted or exchanged its currency for a successor currency), then the Calculation Agent shall make such adjustment(s) to the terms of the Notes as the Calculation Agent determines necessary to account for the effect of such Adjustment Event including, in the case of an Increased Cost of Hedging, adjustments to pass onto Noteholders any such Increased Cost of Hedging (including, but not limited to, reducing any amounts payable or deliverable in respect of the Notes to reflect any such increased costs). Any such adjustment(s) may have an adverse effect on the value of such Notes and, if the Calculation Agent determines that no adjustment(s) can reasonably so be made, such Adjustment Event shall be an Early Redemption Event.

If an Early Redemption Event occurs (being (a) circumstances where the Calculation Agent determines that no adjustment(s) can reasonably be made following an Adjustment Event, (b) a Section 871(m) Event or (c) a Hedging Disruption Early Termination Event (if specified as applicable in the applicable Pricing Supplement)), the Notes may be redeemed as more fully set out in the terms and conditions of the relevant Notes. If the Notes are redeemed early, the Issuer will pay to each Noteholder in respect of each Calculation Amount held by such holder an amount equal to the fair market value of such Calculation Amount less the cost to the Issuer and/or its affiliates of unwinding any underlying and/or related hedging and funding arrangements, as determined by the Calculation Agent or such other amount as is set out in the applicable Pricing Supplement. There is no guarantee that the amount repaid to investors will be equal to or higher than the investor's initial investment in the relevant Notes and such amount may be substantially less than the investor's initial investment.

Where the EMTA Provisions are specified as applicable in the applicable Pricing Supplement

The terms and conditions of the Notes include provisions dealing with the consequences of a Disrupted Day. These consequences shall be determined in accordance with the Disruption Fallbacks specified in the applicable Pricing Supplement and may include (i) where Valuation Postponement is specified in the applicable Pricing Supplement, postponement of a Valuation Date due to the occurrence of a Disrupted Day; (ii) where First Fallback Reference Price or Second Fallback Reference Price is specified in the applicable Pricing Supplement, determination of the Underlying Closing Level for the relevant Valuation Date by reference to alternative prices for the applicable currency exchange rate; and (iii) where Calculation Agent Determination is specified as applicable in the applicable Pricing Supplement, the Calculation Agent determining the Underlying Closing Level for the relevant Valuation Date. Such alternative provisions for valuation provided in the terms and conditions of the Notes may have an adverse effect on the value of such Notes. The Valuation Postponement provisions, if applicable, may result in a Noteholder receiving payments in respect of the Notes after the originally scheduled date for payment.

If the Calculation Agent determines that an Adjustment Event occurs in respect of a currency exchange rate (being (a) the occurrence at any time of a change in law affecting any underlying hedging position in relation to the Notes or materially increasing the Issuer's costs in relation to performing its obligations in respect of the Notes, a Hedging Disruption or an Increased Cost of Hedging or (b) (i) any relevant rate which as of the Trade Date is reported, sanctioned, recognised, published, announced or adopted (or similar action) by the relevant Government Authority and any such rate cease to be so reported, sanctioned, recognised, published, announced or adopted (or similar action) (ii) any relevant rate ceases to be reported, sanctioned, recognised, published, announced or adopted (or similar action) (iii) the sponsor and/or administrator of a relevant rate officially designates or appoints a successor sponsor and/or administrator entity for that relevant rate or (iv) a relevant country has lawfully converted or exchanged its currency for a successor currency), then the Calculation Agent shall make such adjustment(s) to the terms of the Notes as the Calculation Agent determines necessary to account for the effect of such Adjustment Event including, in the case of an Increased Cost of Hedging, adjustments to pass on to Noteholders any such Increased Cost of Hedging (including, but not limited to, reducing any amounts payable or deliverable in respect of the Notes to reflect any such increased costs) and in the case of a successor rate, determination of the relevant rate by reference to the official successor rate. Any such adjustment(s) may have an adverse effect on the value of such Notes and, if the Calculation Agent determines that no adjustment(s) can reasonably so be made, such Adjustment Event shall be an Early Redemption Event.

If an Early Redemption Event occurs (being (a) circumstances where the Calculation Agent determines that no adjustment(s) can reasonably be made following an Adjustment Event (b) a Section 871(m) Event or (c) a Hedging Disruption Early Termination Event (if specified as applicable in the applicable Pricing Supplement)), the Notes may be redeemed as more fully set out in the terms and conditions of the relevant Notes. If the Notes are redeemed early, the Issuer will pay to each Noteholder in respect of each Calculation Amount held by such holder an amount equal to the fair market value of such Calculation Amount less the cost to the Issuer and/or its affiliates of unwinding any underlying and/or related hedging and funding arrangements, as determined by the Calculation Agent or such other amount as is set out in the applicable Pricing Supplement. There is no guarantee that the amount repaid to investors will be equal to or higher than the investor's initial investment in the relevant Notes and such amount may be substantially less than the investor's initial investment.

Settlement Disruption

If, in the opinion of the Calculation Agent, payment of any amount due in respect of the Notes cannot be made by it in the Settlement Currency on any date on which payment is scheduled to be made under the Notes due to the occurrence of a Currency Settlement Disruption Event (being (a) the imposition of restrictions on the transferability, purchase and holding of the Settlement Currency, (b) its non-acceptance by a clearing system or its disuse, (c) its illiquidity in the relevant market or (d) any other circumstances beyond the Issuer's control), then the Issuer shall be entitled to satisfy its obligations to the Holders by either (i) delaying any such payment until after the Currency Settlement Disruption Event ceases to exist or (ii) making such payment in United States dollars on, or as soon as reasonably practicable after, the relevant payment date. Any such delayed payment or payment in United States

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dollars will not constitute a default and Holders shall not be entitled to further interest or any other payment in respect of such delay.

Investors in Notes relating to currency exchange rates should read "*Underlying Schedule 9 – FX Rate Conditions*" in this Offering Circular and the applicable Pricing Supplement in order to fully understand the provisions relating to such Notes.

Certain considerations associated with Notes relating to warrants

Investors should be familiar with investments in global capital markets and with warrants generally. Before purchasing Notes, investors should carefully consider, among other matters, the value and price volatility of warrants by reference to which amounts payable or deliverable under the relevant Notes are calculated.

Notes will give rise to obligations of the Issuer and will not give rise to any obligations of the issuer of any warrant. No offer is made by the issuer of any warrant and no offer is made of other securities or other assets into which the warrants may be convertible.

No issuer of such warrants will have participated in the preparation of the applicable Pricing Supplement or in establishing the terms of the Notes and none of Citigroup Inc., CBNA, CGMHI, the CGMHI Guarantor, CGMFL, the CGMFL Guarantor and any Dealer will make any investigation or enquiry in connection with the offering of the Notes with respect to the information concerning any such issuer of warrants or the assets, indices or other item(s) to which the warrants relate contained in such Pricing Supplement or in the documents from which such information was extracted. Consequently, there can be no assurance that all events occurring prior to the relevant issue date (including events that would affect the accuracy or completeness of the publicly available documents described in this paragraph or in any applicable Pricing Supplement) that would affect the trading price of the warrants will have been publicly disclosed. Subsequent disclosure of any such events or the disclosure of or failure to disclose material future events concerning such an issuer of warrants or such assets, indices or other item(s) could affect the trading price of the warrants and therefore the trading price of the relevant Notes.

Except as provided in the applicable Pricing Supplement in relation to Physical Delivery Notes, Noteholders will not have rights to receive distributions or any other rights with respect to the relevant warrants to which such Notes relate notwithstanding that, if so specified in the applicable Pricing Supplement and Noteholders may be entitled to receive payments calculated by reference to the amount of distributions or other payments that would be received by a holder of the relevant warrants. The return on such Notes may thus not reflect any distributions which would be paid to investors that have made a direct investment in the relevant warrants. Consequently, the return on Notes linked to warrants may be less than the return from a direct investment in the relevant warrants.

The risks of a Note relating to warrants will depend on the terms of that Note and payments in respect of a Note relating to warrants will depend upon the value of the relevant warrants which will be dependent on the reference item or items underlying such warrant. Such risks may include, but are not limited to, the possibility of significant changes in the price(s) of the warrants. The value of warrants may go down as well as up and the value of any warrant on any date may not reflect its performance in any prior period. There can be no assurance as to the future value of any warrant or of the continued existence of any warrant or the issuer of the warrants or the creditworthiness of the warrant issuer. Accordingly, before making an investment decision with respect to Notes, prospective investors should carefully consider whether an investment, the return on which will depend on the performance of warrants, is suitable for them.

In considering whether to purchase Notes relating to warrants, each investor should be aware that the calculation of amounts payable on such Notes may involve reference to the performance of one or more warrants over a period of time and to warrants, the issuer(s) of which are incorporated outside the United States, the EEA and the United Kingdom.

Payments in respect of the relevant warrants will be determined by reference to one or more indices, shares, depositary receipts, mutual fund interests, currencies, commodities, gilts or other reference items specified in the terms of the relevant warrants. In considering whether to purchase the Notes, each

investor should review carefully the terms of the warrants and understand fully such reference item or items and how amounts payable in respect of the warrants are determined.

Early Redemption in relation to Notes linked to warrants

If an Early Redemption Event occurs (being (a) the cancellation or termination of a relevant warrant for any reason other than by reason of its scheduled exercise, (b) a Section 871(m) Event or (c) a Hedging Disruption Early Termination Event (if specified as applicable in the applicable Pricing Supplement)), the Notes may be redeemed as more fully set out in the terms and conditions of the relevant Notes. If the Notes are redeemed early, the Issuer will pay to each Noteholder in respect of each Calculation Amount held by such holder an amount determined as set out in the applicable Pricing Supplement. There is no guarantee that the amount repaid to investors will be equal to or higher than the investor's initial investment in the relevant Notes and such amount may be substantially less than the investor's initial investment.

Investors in Notes relating to warrants should read "*Underlying Schedule 10 – Warrant Conditions*" in this Offering Circular and the applicable Pricing Supplement in order to fully understand the provisions relating to such Notes.

Certain considerations associated with Notes relating to Citi proprietary indices

Investors in Notes relating to Citi proprietary indices should be familiar with investments in global capital markets and with indices generally. The level of a Citi proprietary index is generally based on the value of its components (each an **index component**), which may be securities, commodities, derivative instruments, indices or other types of assets or any combination thereof, as described in the relevant index conditions and/or methodology. Investors in Notes relating to a particular Citi proprietary index should read the relevant index conditions and/or methodology, and the sub-sections set out in this risk factors section which relate to Notes linked directly to the index components of such Citi proprietary index. Investors should understand that global economic, financial and political developments, among other things, may have a material effect on the value of the index components of a Citi proprietary index and/or the performance of a Citi proprietary index.

The risks of a Note relating to a Citi proprietary index will depend on the terms of that Note and the relevant index conditions and/or methodology. In particular, investors should also read any discussion of the risks of such Citi proprietary index, which are set out in the relevant index conditions and/or methodology. Such risks may include, but are not limited to, the possibility of significant changes in:

- the levels, prices, rates or values (as relevant) of the index components of such Citi proprietary index and the weighting of each such index component within such Citi proprietary index; and
- economic or other measures observed for the purposes of such Citi proprietary index.

A Citi proprietary index reflects the performance of notional investment positions in its index components. There is no actual portfolio of assets in respect of such Citi proprietary index to which any person is entitled or in which any person has any ownership interest, and no Citi proprietary index creates any obligation of any person connected with any index component. A Citi proprietary index merely identifies certain hypothetical investment positions, the performance of which will be used as a reference point for the purpose of calculating its level. The performance of a Citi proprietary index may be different from the result of any actual investment in any one or more of its index components. As disclosed in the relevant index conditions and/or methodology, the level of a Citi proprietary index may reflect the deduction of notional fees and/or costs.

As disclosed in the relevant index conditions and/or methodology, any distribution, dividend and/or amount (**distribution**) paid to persons who have made an actual investment in any of the index components of a Citi proprietary index may not be reflected in the level of such Citi proprietary index.

A distribution paid to persons who have made an actual investment in any of the index components of a Citi proprietary index will not be paid to the Issuer, the CGMHI Guarantor (where the Issuer is CGMHI), the CGMFL Guarantor (where the Issuer is CGMFL) or to the holders of Notes relating to such Citi proprietary index. The return on such Notes will thus not reflect any such distribution. Consequently,

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the return on such Notes may be less than the return from a direct investment in any such index components.

The strategy that a Citi proprietary index aims to reflect may not be successful and other strategies using constituents which are the same as the index components of such Citi proprietary index may perform better than such Citi proprietary index. Investors in Notes relating to such Citi proprietary index should therefore review the relevant index conditions and/or methodology to assess the strategy that such Citi proprietary index has been developed to reflect.

The index conditions and/or methodology of a Citi proprietary index describe the manner in which the relevant index calculation agent performs all calculations, determinations, rebalancings and adjustments in respect of such Citi proprietary index, and the limited circumstances in which the relevant index sponsor may amend the index conditions and/or methodology of such Citi proprietary index. The index conditions and/or methodology of a Citi proprietary index also describe the conflicts of interest which may arise for the relevant index calculation agent and its affiliates.

In addition investors should be aware that the calculation of amounts payable on Notes relating to a Citi proprietary index involves reference to an index that is administered and maintained and, in some cases, calculated and published by an affiliate of the Issuer, the CGMHI Guarantor and/or the CGMFL Guarantor, the level of which may not be widely published.

Disruption of an index component of a Citi proprietary index and determination of the level of such Citi proprietary index

The index conditions and/or methodology of a Citi proprietary index will set out the frequency of the publication of its level. In the event that the level, price, rate or value (as relevant) of any of its index components is not available for any reason, the relevant index calculation agent may calculate the level of such Citi proprietary index for the relevant day by observing a valuation for the affected index component from a different day or may delay the calculation of the level of such Citi proprietary index. Investors should review the index conditions and/or methodology of such Citi proprietary index to determine how the level of such Citi proprietary index is calculated.

If "Component Valuation" is specified as applicable in the applicable Pricing Supplement and the level of the relevant Citi proprietary index has been published for a particular day, then if such day (a) is not a day on which valuations of an index component of such Citi proprietary index are scheduled to be observed, or (b) is a disrupted day for an index component of such Citi proprietary index (each, howsoever defined in the relevant index conditions and/or methodology of such Citi proprietary index), then any level of such Citi proprietary index calculated and published by the relevant index calculation agent for such day may be disregarded by the Calculation Agent and the Calculation Agent may itself calculate the level of such Citi proprietary index for such day in accordance with the then-current methodology of such Citi proprietary index but may do so by reference to the level, price, rate or value (as relevant) of the index components of such Citi proprietary index observed on subsequent days. This process may result in a level of such Citi proprietary index for such day being calculated by the Calculation Agent which is different to the published level of such Citi proprietary index and may have an adverse effect on the value of the relevant Notes.

Disrupted Days, Adjustment Events and Early Redemption in relation to Notes linked to Citi proprietary indices

As the terms and conditions of Notes relating to Citi proprietary indices include provisions dealing with the postponement of a Valuation Date due to the occurrence of a Disrupted Day, such postponement or any alternative provisions for valuation provided in the terms and conditions of such Notes may have an adverse effect on the value of such Notes.

If the Calculation Agent determines that an Adjustment Event occurs in respect of any Citi proprietary index (being (a) the occurrence at any time of a change in law affecting any underlying hedging position in relation to the relevant Notes or materially increasing the Issuer's costs in relation to performing its obligations in respect of the relevant Notes, a Hedging Disruption or an Increased Cost of Hedging, (b) the substitution of a Citi proprietary index with a substitute index due to the originally designated Citi proprietary index being either (i) not calculated and announced by or on behalf of the relevant index

sponsor but instead being calculated and announced by or on behalf of a successor to the relevant index sponsor acceptable to the Calculation Agent or (ii) replaced by a successor index or (c) the imposition of, change in or removal of any tax relating to any index component of such Citi proprietary index or other asset relating to such index component (if specified as applicable in the applicable Pricing Supplement), then (A) the Calculation Agent shall make such adjustment(s) to the terms of the relevant Notes as the Calculation Agent determines necessary to account for the effect of such Adjustment Event, or (B) the Calculation Agent may replace the Citi proprietary index which is the subject of the Adjustment Event with either (1) a new index using, in the determination of the Calculation Agent, the same or a substantially similar formula and method of calculation as used in the calculation of the level of such Citi proprietary index, or (2) a replacement index selected by reference to such other criteria as specified in the applicable Pricing Supplement. Any such adjustment may include, in the case of an Increased Cost of Hedging, adjustments to pass onto Noteholders any such Increased Cost of Hedging (including, but not limited to, reducing any amounts payable or deliverable in respect of the Notes to reflect any such increased costs). Any such adjustments or substitution may have an adverse effect on the value of such Notes and, if the Calculation Agent determines that no adjustment can reasonably so be made, such Adjustment Event shall be an Early Redemption Event.

If a Proprietary Index Adjustment Event occurs (being, in respect of a Citi proprietary index, (a) the relevant index sponsor announcing that it will make a material change to such Citi proprietary index, (b) the relevant index sponsor permanently cancelling such Citi proprietary index and no successor index existing or (c) the relevant index sponsor or any other person or entity on its behalf failing to calculate and announce such Citi proprietary index), then the Calculation Agent may determine whether such Proprietary Index Adjustment Event has a material effect on the relevant Notes and, if so, shall either (i) calculate the relevant level of such Citi proprietary index in accordance with the formula for and method of calculating such Citi proprietary index last in effect prior to the applicable change, cancellation or failure or (ii) substitute such Citi proprietary index with a replacement index using, in the determination of the Calculation Agent, the same or a substantially similar formula and method of calculation as used in the calculation of the level of such Citi proprietary index or a replacement index selected by reference to such other criteria as specified in the applicable Pricing Supplement, and determine any adjustment necessary to account for such substitution. Any such calculation, substitution and/or adjustment may have an adverse effect on the value of such Notes and, if the Calculation Agent determines that no calculation or substitution can reasonably so be made, such Adjustment Event shall be an Early Redemption Event.

If an Early Redemption Event occurs (being (a) circumstances in which the Calculation Agent determines that no adjustment or substitution can reasonably be made following an Adjustment Event, (b) no calculation or substitution can reasonably be made following a Proprietary Index Adjustment Event, (c) a Section 871(m) Event or (d) a Hedging Disruption Early Termination Event (if specified as applicable in the applicable Pricing Supplement)), then the relevant Notes may be redeemed as more fully set out in the terms and conditions of the relevant Notes. If the relevant Notes are redeemed early, then the Issuer will pay to each Noteholder in respect of each Calculation Amount held by such holder an amount equal to the fair market value of such Calculation Amount less the cost to the Issuer and/or its affiliates of unwinding any underlying and/or related hedging and funding arrangements, as determined by the Calculation Agent or such other amount as is specified in the applicable Pricing Supplement. There is no guarantee that the amount repaid to investors will be equal to or higher than the investor's initial investment in the relevant Notes and such amount may be substantially less than the investor's initial investment.

Investors in Notes relating to Citi proprietary indices should read "*Underlying Schedule 11 – Proprietary Index Conditions*" in this Offering Circular and the applicable Pricing Supplement in order to fully understand the provisions relating to such Notes.

Risks relating to "big data" indices

Notes may reference indices which use "big data" analytical techniques, or inputs which are based on "big data" analytical techniques (collectively **Big Data Analysis**). Depending on the index, the Big Data Analysis may be performed by the index administrator or a separate organisation (the **Analysis Provider**). Indices using Big Data Analysis typically use a large number of underlying inputs and advanced analytical techniques, potentially including a form of artificial intelligence or machine learning

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(such as attempting to identify and react to patterns as opposed to specific events or circumstances that have been defined). Examples include indices with objectives related to the determination of market sentiment or ESG (environmental, social and governance) characteristics. Investors should be aware that the methodology for determining the Big Data Analysis may not be transparent and may not be fully disclosed in the index methodology document for the relevant index. The lack of full transparency may be due to a variety of reasons including, without limitation: challenges in describing a complex methodology in natural language; the use of a very large number of underlying data inputs from a wide range of sources (such that it is not practical either to list the individual inputs, or to do so without raising intellectual property and/or privacy issues); the Big Data Analysis could involve the exercise of discretion or judgement; and/or some or all of the methodology may be considered to be confidential or commercially sensitive. Investors should appreciate that the performance of such an index will be dependent on the Big Data Analysis, the underlying inputs, any changes over time in the determination methodology and/or underlying inputs, and any ongoing judgement or discretion exercised by the Analysis Provider. The use of Big Data Analysis may cause the index to perform in a manner that has not been anticipated in the design of the index, and, any such unanticipated performance may have an adverse impact on the performance and value of the Notes linked to it. Prior to investing in Notes linked to such an index, investors should carry out their own due diligence, without reliance on the Issuer or the relevant Guarantor, on the relevant index and the associated Big Data Analysis and Analysis Provider.

Certain considerations associated with Notes relating to dividend futures contracts

Investors relating to dividend futures contracts should be familiar with investments in global capital markets and with equity index dividends derivatives generally. The value of a dividend futures contract will generally track the dividends paid by the companies (each a **Relevant Company**) comprised in the equity index (the **Relevant Index**) relating to the relevant dividend futures contract from time to time during one calendar year. Investors should understand that global economic, financial and political developments, among other things, may have a material effect on the performance of such Relevant Companies and therefore on the value of the dividends paid by such Relevant Companies and the value of the relevant dividend futures contract. Before purchasing Notes relating to dividend futures contracts, investors should carefully consider, among other matters, the value and price volatility of dividend futures contracts and the performance of the Relevant Companies comprised in the Relevant Index by reference to which amounts payable under the relevant Notes are calculated.

Notes relating to dividend futures contracts will give rise to obligations of the Issuer and will not give rise to any obligations under the relevant dividend futures contract or any obligations of any Relevant Company. No offer is made by the sponsor of the relevant dividend futures contract or any Relevant Company. No sponsor of the relevant dividend futures contract will have participated in the preparation of the applicable Pricing Supplement or in establishing the terms of the Notes.

Not all types of dividends paid by a Relevant Company may be relevant for the purpose of determining the price of a dividend futures contract (for example, in general, ordinary dividends declared by a Relevant Company (paid in cash or shares) are considered as realised dividends, which, if so provided in the contract specifications for the relevant dividend futures contract, are relevant for the purpose of determining the price of dividend futures contracts, whereas special or extraordinary dividends are not generally considered as realised dividends and therefore, if so provided in the contract specifications for the relevant dividend futures contract will not be relevant for the purpose of determining the price of such dividend futures contract). Further, the Relevant Companies may change from time to time in accordance with the rules of the Relevant Index and such a change in Relevant Companies may have an adverse effect on the price of the dividend futures contract and amounts payable in respect of the Notes. Investors should refer to the contract specifications for the dividend futures contract and the index rules relating to the Relevant Index for details regarding the calculation methodologies (including which dividends will be included in the calculation of the dividend futures contract) and adjustments which may be made thereto (including to the Relevant Companies to be included in the Relevant Index). Investors should note that the performance of similar dividend futures contracts in respect of prior contract periods will not necessarily be indicative of the performance of the relevant dividend futures contract to which the Notes relate.

The market value of the Notes may, at any time, be affected by certain factors relating to dividend futures contracts which may include, but are not limited to, the possibility of significant changes in:

- the Relevant Companies comprised in the Relevant Index and expectations relating to the dividends to be announced in relation thereto;
- market interest and yield rates;
- the time remaining to the final settlement date of the relevant dividend futures contract; and
- economic, political and macro-economic factors.

Investors should understand that the value of the dividends paid by the Relevant Companies may be influenced by many factors, including the earnings and dividend policy of each such Relevant Company, changes in applicable laws and regulations, global economic, financial and political developments and structural supply and demand factors. Relevant Companies may pay reduced dividends or no dividends in respect of the relevant contract period. The amount of dividends paid by Relevant Companies in respect of similar periods may bear no relation to dividends paid during the relevant contract period. Any such changes may have an adverse effect on the amount of relevant dividends paid by Relevant Companies and, in turn, the price of the relevant dividend futures contract and amounts payable in respect of the Notes.

Adjustments to Valuation Dates, Adjustment Events and Early Redemption in relation to Notes linked to dividend futures contracts

As the terms and conditions of Notes relating to dividend futures contracts may include provisions dealing with (x) the postponement of a Valuation Date due to the occurrence of a Disrupted Day or (y) the variation of a Valuation Date following the announcement by the relevant dividend futures contract sponsor that the expiry date of a dividend futures contract will occur on an alternative date to that originally contemplated, such postponement, variation or any alternative provisions for valuation provided in the terms and conditions of such Notes may have an adverse effect on the value of such Notes.

If the Calculation Agent determines that an Adjustment Event occurs in respect of any dividend futures contract (being (a) the occurrence at any time of a change in law affecting any underlying hedging position in relation to the Notes or materially increasing the Issuer's costs in relation to performing its obligations in respect of the Notes, a Hedging Disruption or an Increased Cost of Hedging, (b) such dividend futures contract (i) not being calculated and announced by or on behalf of the relevant dividend futures contract sponsor but instead being calculated and announced by or on behalf of a successor to the relevant dividend futures contract sponsor or (ii) being replaced by a successor dividend futures contract; or (c) any Additional Disruption Event specified in the applicable Pricing Supplement), then the Calculation Agent shall make such adjustment(s) to the terms of the Notes as the Calculation Agent determines necessary to account for the effect of such Adjustment Event including, in the case of an Increased Cost of Hedging, adjustments to pass onto Noteholders any such Increased Cost of Hedging (including, but not limited to, reducing any amounts payable or deliverable in respect of the Notes to reflect any such increased costs). Any such adjustments may have an adverse effect on the value of the Notes and, if the Calculation Agent determines that no adjustment can reasonably so be made, such Adjustment Event shall be an Early Redemption Event.

If a Dividend Futures Contract Adjustment Event occurs (being, in respect of a dividend futures contract, (i) the relevant exchange and/or dividend futures contract sponsor, as the case may be, announcing that it will make a material change or modification to a relevant dividend futures contract, (ii) the relevant exchange and/or the dividend futures contract sponsor, as the case may be, permanently cancelling or discontinuing the dividend futures contract or there otherwise being a permanent discontinuation in trading or trading never commencing in such dividend futures contract and no successor dividend futures contract existing, or (iii) any "final settlement price" not being displayed or published on the relevant electronic page or by the exchange at the relevant valuation time), then the Calculation Agent may determine whether such Dividend Futures Contract Adjustment Event has a material effect on the Notes and, if so, shall either (A) calculate the "final settlement price" of such dividend futures contract by calculating the value of the relevant dividends for the applicable contract period for such dividend futures contract by reference to the formula for and the method of calculation last in effect of any related dividend point index or such other sources as it deems appropriate and/or (B) make such adjustments to the terms

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of the Notes as it determines necessary or appropriate to account for the effect of the relevant Dividend Futures Contract Adjustment Event and/or (C) in the case of (ii) above only, substitute such dividend futures contract with a replacement dividend futures contract and determine any adjustment necessary to account for such substitution. Any such calculation, substitution and/or adjustment may have an adverse effect on the value of the Notes and, if the Calculation Agent determines that no calculation, adjustment or substitution can reasonably so be made, such Dividend Futures Contract Adjustment Event shall be an Early Redemption Event.

If an Early Redemption Event occurs (being (a) circumstances in which the Calculation Agent determines that no adjustment or substitution can reasonably be made following an Adjustment Event, (b) no calculation, substitution or adjustment can reasonably be made following a Dividend Futures Contract Adjustment Event, (c) a Section 871(m) Event or (d) a Hedging Disruption Early Termination Event (if specified as applicable in the applicable Pricing Supplement)), the Notes may be redeemed as more fully set out in the terms and conditions of the Notes. If the Notes are redeemed early, the Issuer will pay to each Noteholder in respect of each Calculation Amount held by such holder an amount equal to the fair market value of such Calculation Amount less the cost to the Issuer and/or its affiliates of unwinding any underlying and/or related hedging and funding arrangements, as determined by the Calculation Agent or such other amount as is specified in the applicable Pricing Supplement. There is no guarantee that the amount repaid to investors will be equal to or higher than the investor's initial investment in the Notes and such amount may be substantially less than the investor's initial investment.

Investors in Notes relating to dividend futures contracts should read "*Underlying Schedule 12 – Dividend Futures Contract Conditions*" in this Offering Circular and the applicable Pricing Supplement in order to fully understand the provisions relating to such Notes.

Certain considerations associated with Notes relating to rates

Investors should be familiar with investments in global capital markets and with rates generally. Before purchasing Notes, investors should carefully consider, among other matters, the value and price volatility of the rates by reference to which amounts payable or deliverable under the relevant Notes are calculated.

The market value of the Notes may, at any time, be affected by certain factors relating to rates which may include, but are not limited to, the possibility of significant changes in:

- the level of the rate;
- macro-economic, political or financial factors, speculation; and
- central bank and government intervention

In recent years, rates have been relatively low and stable, but this may not continue and interest rates may rise and/or become volatile. Fluctuations that have occurred in any rate in the past are not necessarily indicative, however, of fluctuation that may occur in the rate during the term of any Note. Accordingly, before purchasing Notes, you should carefully consider, among other matters, the value and price volatility of the relevant rates, as this may have a material adverse effect on the value of and return on the Notes.

Depending on the terms of the Notes, you may receive no or a limited amount of interest because of the performance of the relevant rates. In addition, you should ensure that you review the terms of the Notes in question as these may provide for amounts due to be determined by reference to an option or formulae linked to the relevant rate rather than being a conventional debt security referencing a rate, such as one which bears interest at a specified floating rate of interest. Accordingly, you may receive a lower return on Notes linked to one or more rates than you would have received if you had invested in another product referencing a rate.

See also "*Risks associated with Notes linked to rates, benchmark reform and the discontinuance and replacement of "IBORS"*" below.

Disrupted Days in relation to Notes linked to rates

As the terms and conditions of Notes relating to rates include provisions dealing with the consequences of a Disrupted Day, through determination of the relevant rate by the Calculation Agent (which may in turn be by reference to alternative price sources or by reference to quotes from reference dealers), such alternative provisions for valuation provided in the terms and conditions of such Notes may have a material adverse effect on the value of and return on such Notes.

For related risks, see *"If a floating rate becomes unavailable it may be determined in the Calculation Agent's or Determination Agent's discretion"* under *"Risks associated with Notes linked to rates, benchmark reform and the discontinuance and replacement of "IBORS" below.*

Adjustment Events and Early Redemption Event in relation to Notes linked to rates

Certain events or occurrences described below will only be relevant if the associated Adjustment Events and Early Redemption Events are specified as being applicable for rates in the applicable Pricing Supplement.

If the Calculation Agent determines that an Adjustment Event occurs in respect of any rate (being, in each case if applicable, (a) the occurrence at any time of a change in law affecting any underlying hedging position in relation to the Notes or materially increasing the Issuer's costs in relation to performing its obligations in respect of the Notes or (b) a disruption in the hedging arrangements relating to the Notes or (c) an increased cost in relation to the hedging arrangements relating to the Notes (an **Increased Cost of Hedging**), then the Calculation Agent shall make such adjustment(s) to the terms of the Notes as the Calculation Agent determines necessary to account for the effect of such Adjustment Event. Any such adjustment may include, in the case of an Increased Cost of Hedging, adjustments to pass on to Noteholders any such Increased Cost of Hedging (including, but not limited to, reducing any amounts payable or deliverable in respect of the Notes to reflect any such increased costs). Any such adjustments may have an adverse effect on the value of such Notes and, if the Calculation Agent determines that no adjustment can reasonably so be made, such Adjustment Event shall be an Early Redemption Event.

If an Early Redemption Event occurs (being, in each case if applicable, (a) circumstances in which the Calculation Agent determines that no adjustment or substitution can reasonably be made following an Adjustment Event, (b) a Section 871(m) Event or (c) a Hedging Disruption Early Termination Event (if specified as applicable in the applicable Pricing Supplement)), the Notes may be redeemed as more fully set out in the terms and conditions of the Notes. If the Notes are redeemed early, the Issuer will pay to each Noteholder in respect of each Calculation Amount held by such holder an amount equal to the fair market value of such Calculation Amount less the cost to the Issuer and/or its affiliates of unwinding any underlying and/or related hedging and funding arrangements, as determined by the Calculation Agent or such other amount as is specified in the applicable Pricing Supplement. The amount repaid to you could be substantially less than your initial investment and you could therefore sustain a loss.

Risks relating to Reference Asset Linked Notes

If in respect of Reference Asset Linked Notes, any General Risk Event (as described below) and/or Additional Risk Event (as described below and, together with General Risk Events, **Risk Events**) occurs, instead of redeeming those Reference Asset Linked Notes by payment of the redemption amount at maturity, the Issuer may redeem those Reference Asset Linked Notes by the physical delivery of a given number of specified assets and/or by payment of a cash amount on an alternative date or cancel those Reference Asset Linked Notes at zero, depending on the applicable settlement method in respect of those Reference Asset Linked Notes.

Events that will constitute a General Risk Event for these purposes will be as specified in the applicable Pricing Supplement and may include, without limitation, the occurrence of one or more of the following:

- Bankruptcy - the Reference Entity goes bankrupt;
- Failure to Pay - subject to a minimum threshold amount, the Reference Entity fails to pay any amounts due on any of its borrowings (including its bonds or loans) or, where applicable, guarantees;

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- Obligation Acceleration - the Reference Entity defaults on a minimum amount of its borrowings (including its bonds or loans) or, where applicable, guarantees and as a result such obligations are accelerated;
- Obligation Default - the Reference Entity defaults on a minimum amount of its borrowings (including its bonds or loans) or, where applicable, guarantees and as a result such obligations are capable of being accelerated;
- Restructuring - following a deterioration of the Reference Entity's creditworthiness, any of its borrowings (including its bonds or loans) or, where applicable, guarantees, subject to a minimum threshold amount of such borrowings or, where applicable, guarantees, are restructured in such a way as to adversely affect a creditor (such as a reduction or postponement of the interest or principal payable on a bond or loan); and
- Repudiation/Moratorium - (i) the Reference Entity repudiates or rejects, in whole or in part, its obligations in relation to its borrowings (including its bonds or loans) or, where applicable, its guarantees, or it declares or imposes a moratorium with respect to its borrowings (including its bonds or loans) or, where applicable, guarantees and (ii) thereafter within a certain period it fails to pay any amounts due on any of its borrowings (including its bonds or loans) or, where applicable, its guarantees, or it restructures any of its borrowings (including its bonds or loans) or, where applicable, guarantees in such a way as to adversely affect a creditor.

See further the General Risk Events specified in the applicable Pricing Supplement and the definitions in the Reference Asset Linked Conditions.

Events that will constitute an Additional Risk Event for these purposes will be as specified in the applicable Pricing Supplement and may include, without limitation, the occurrence of one or more of the following:

- an Inconvertibility Event - the occurrence after the Additional Risk Event Start Date of any event or condition that has the effect of it being impossible, illegal or impracticable for, or of prohibiting, restricting or materially delaying the ability of, any Reference Investor (i) to convert currency; or (ii) to effect currency transactions on terms as favourable as those available to residents of the Reference Jurisdiction; or (iii) to freely and unconditionally transfer or repatriate any funds from accounts inside the Reference Jurisdiction to accounts outside the Reference Jurisdiction or between accounts inside the Reference Jurisdiction; or (iv) to receive the full value of any cash payment made under the Reference Investor Assets due to the introduction after the Additional Risk Event Start Date by any Governmental Authority of a new currency regime (including the introduction of a dual currency regime) or the imposition of currency exchange limitations;
- an Ownership Restriction Event - the occurrence after the Additional Risk Event Start Date of any event or existence of any condition that has the effect of it being illegal, impossible or impracticable for, or has the effect of prohibiting, restricting or materially delaying the ability of, any Reference Investor to purchase, hold, receive, sell, freely transfer or remain the owner of any Reference Investor Asset or any amount received in respect thereof;
- a Settlement/Custodial Event - (i) the occurrence after the Additional Risk Event Start Date of the bankruptcy of any Custodian or (ii) in respect of the Reference Investor Assets owned by a Reference Investor or any amount received in respect thereof, a Custodian (A) fails to perform in a timely manner any or all of its obligations owed under any Reference Custodial/Settlement Arrangement, or (B) fails to take any action when instructed to do so by a Reference Investor, or (C) takes any action which is contrary to the terms of any Reference Custodial/Settlement Arrangement; in each case that affects or may affect, in the determination of the Calculation Agent, the hedging arrangements of the Issuer and/or any of its Affiliates in respect of the Issuer's obligations with respect to the Note(s); and

- an Underlying Renminbi Currency Event - the occurrence after the Additional Risk Event Start Date of an Underlying Renminbi Illiquidity, Underlying Renminbi Inconvertibility or Underlying Renminbi Non-Transferability (as defined in the Conditions).

See further the Additional Risk Events specified in the applicable Pricing Supplement and the definitions in the Reference Asset Linked Conditions.

Prospective investors in the Notes should be aware that depending on the terms thereof (i) they may receive no or a limited amount of interest, (ii) payment of principal or interest or delivery of any specified assets may occur at a different time than expected and (iii) they may lose all or a substantial portion of their investment. The market price of the Notes may be volatile and will be affected by, amongst other things, the time remaining to the maturity date and the creditworthiness of the Reference Entity, which in turn may be affected by the economic, financial and political events in one or more jurisdictions, over which the Issuer and/or, where the Issuer is CGMHI, the CGMHI Guarantor and/or, where the Issuer is CGMFL, the CGMFL Guarantor has control.

Prospective investors should note that not all of the possible General Risk Events require an actual default with respect to the obligations of a relevant Reference Entity. Noteholders could bear losses based on deterioration in the credit of any relevant Reference Entity short of a default, subject to the provisions set out in the applicable terms and conditions of the Notes.

Prospective investors should also note that not all of the possible Additional Risk Events are related directly to default or credit risk in respect of a Reference Entity or default in respect of the Reference Investor Assets. Noteholders could bear losses based on the ability of a Reference Investor to hold Reference Investor Assets, events occurring in respect of Custodians, settlement arrangements, market disruption or exchange controls, subject to the provisions set out in the applicable terms and conditions of the Notes.

The loss incurred by a Noteholder may be unrelated to or disproportionate in comparison with the Additional Risk Event itself. Moreover, the Calculation Agent may designate an Additional Risk Event, which could cause such losses to be incurred by Noteholders, if the Additional Risk Event occurs at any time during the term of the Notes, whether or not the Additional Risk Event is ongoing or effective or has been remedied or cured at the time such designation has been made.

Investors must also refer to the risk factors below to understand the particular risks related to the features of the provisions for payment of interest (if any) and determination of the amount (if any) payable and/or, as the case may be, assets deliverable on redemption or final settlement of Reference Asset Linked Notes.

An investment in Notes is only suitable for investors who:

- (a) have the requisite knowledge and experience in financial and business matters and, in the case of Reference Asset Linked Notes, experience with respect to credit derivative transactions and credit-linked debt instruments to evaluate the merits and risks of an investment in Notes;
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate such merits and risks in the context of their financial situation;
- (c) are capable of bearing the economic risk of an investment in Notes for an indefinite period of time; and
- (d) recognise that it may not be possible to dispose of Notes for a substantial period of time, if at all.

Before purchasing Notes, investors should carefully consider, among other things, (i) the trading price of the relevant Notes, (ii) the value, creditworthiness and volatility of the relevant Reference Entity(ies), (iii) the remaining tenor, (iv) any change(s) in market interest rates and yield rates, if applicable, (v) any change(s) in currency exchange rates, (vi) the depth of the market or liquidity of any obligations of the relevant Reference Entity(ies) and (vii) any related transaction costs.

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Reference Entity Credit Risk

Holders of Reference Asset Linked Notes will be exposed to the credit of each Reference Entity, which exposure shall be to the full extent of their investment in the Notes or, in the case of fixed recovery Notes, to the extent of their investment above the fixed recovery amount. Upon the occurrence of any specified General Risk Event with respect to a Reference Entity, the Noteholders may suffer significant losses at a time when losses may be suffered by a direct investor in obligations of such Reference Entity. However, the holding of a Note may not reflect the impact of investing in an obligation of a Reference Entity, and losses in relation to the Notes could be considerably greater than would be suffered by a direct investor in the obligations of such Reference Entity and/or could arise for reasons unrelated to such Reference Entity. Noteholders should also note that a General Risk Event may occur even if the obligations of a Reference Entity are unenforceable or their performance is prohibited by any applicable law or exchange controls.

If the Reference Asset Linked Notes are linked to the credit of one or more sovereign or governmental entity or quasi-governmental entity Reference Entities, payment of amounts due or delivery of any assets pursuant to the terms and conditions of the Reference Asset Linked Notes, including any applicable interest payments, will be subject to sovereign risks. These include the potential default by such sovereign, government/quasi government issuer or the occurrence of political or economic events resulting in or from governmental action such as the declaration of a moratorium on debt repayment or negating repayment obligations of the sovereign issuer. If any such event were to occur, holders of such Notes may lose up to all of their initial investment in such Notes.

The Reference Entity credit risk described above means that, in order to recover and realise a return upon their investment, a purchaser of a Note must generally be correct about the creditworthiness of each Reference Entity. Assuming all other factors are held constant, the more a Note is "out-of-the-money" (or the higher the risk of default in respect of each Reference Entity) and the shorter its remaining term to maturity, the greater the risk that purchasers of such Notes will lose all or part of their investment. The only means through which a Noteholder can realise value from a Note prior to the maturity date in relation to such Note is to sell it at its then market price in an available secondary market. See "*The secondary market*" generally below.

The Issuer's obligations in respect of the Notes are not dependent on the existence or amount of the Issuer's and/or any of its affiliates' credit exposure to any Reference Entity and the Issuer and/or any affiliate will not need to suffer any loss nor provide evidence of any loss as a result of the occurrence or existence of any Risk Event.

Local Access Risks

Reference Asset Linked Notes may reference the obligations of a Reference Entity incorporated in or from a local access jurisdiction. An investment in such Reference Asset Linked Notes involves risks associated with such jurisdictions, including potential risks of volatility, governmental intervention and the lack of a developed system of law.

Investors should note that it is a general feature of local access that they may be subject to rapid change and the risks involved may also change relatively quickly.

Local access countries are in transformation and may, therefore, be more exposed to the risk of swift political change and economic downturns than their industrialised counterparts. Indeed, in recent years, many local access nations have undergone significant political, economic and social changes, which have led to constitutional and social tensions and, in some cases, the occurrence of instability and reaction against market reforms. With respect to any local access nation, there is the possibility of nationalisation, expropriation or confiscation, political changes, government regulation, social instability or other developments (including war) which could affect adversely the economies of such nations and/or the foreign exchange rates. Political or economic instability may affect investor confidence, which could in turn have a negative impact on the value of the obligation(s) of the local access Reference Entity or its creditworthiness and on foreign exchange markets.

Conditions in local access countries are associated with higher risks of the occurrence of a Risk Event, which may occur together with circumstances that would restrict the deliverability of any Reference

Asset, or which may result in especially adverse pricing and liquidity conditions in which a market value for such Reference Asset is to be determined.

Local access debt typically comprises debt issued by non-highly rated issuers in respect of whom the possibility of default is greater than investment grade issuers. Local access considerations, in addition to and in combination with other conditions affecting the creditworthiness of a Reference Entity (including those resulting in a local access Reference Entity experiencing financial or economic difficulties), may significantly affect (a) the value of, and (b) any amounts paid on, its Obligation(s) and/or any Reference Obligation(s) and/or any Deliverable Obligation(s) and/or Reference Asset(s) (if any), each or all of which may be reduced to zero.

Local access debt may be difficult to buy and/or sell, particularly during adverse market conditions, and prices may be more volatile. In addition, settlement of trades in emerging or developing countries may be slower and more likely to be subject to failure than in more developed markets. This will affect the ability of the Issuer or the Calculation Agent (as the case may be) to obtain prices for the Obligation(s) of the Reference Entity or any Reference Obligation(s) or any Deliverable Obligation(s) or any Reference Asset(s) (if any).

Settlement Risk in respect of Reference Asset Linked Notes

Reference Asset Linked Notes may be settled by physical delivery of certain obligation(s), by payment of cash amount(s) calculated by reference to the value of certain obligation(s) or by any combination of such settlement methods, or by payment of a cash amount based on a fixed recovery value or may be cancelled at zero, as set out below. Since any such obligations will be issued or guaranteed by the Reference Entity affected by the Risk Event, the value of such obligations at the relevant time may be considerably less than would be the case if such Risk Event had not occurred.

Risks relating to physical settlement of Reference Asset Linked Notes

Following the occurrence of a Risk Event Determination Date in respect of a Risk Event, the Issuer's obligation to repay principal may be replaced by an obligation either to deliver LA Settlement Assets to an affiliate of the Issuer and to procure that such affiliate delivers such obligations to holders of the Reference Asset Linked Notes or to deliver such obligations directly. The amount of any such obligations deliverable will be reduced to take into account Unwind Costs and so will also depend upon the level of such Unwind Costs, as set out under "Unwind Costs" below and the amount of any such obligations deliverable may in certain circumstances be zero. The value of the LA Settlement Assets delivered to a Noteholder pursuant to physical settlement of the Notes may be less or substantially less than the outstanding principal amount of the Reference Asset Linked Notes and may in certain circumstances be zero. Any such LA Settlement Assets may not recover in value in the future and may also be illiquid, and the holder must be prepared to hold such LA Settlement Assets to their maturity or be prepared to sustain further loss associated with their disposal.

Delivery of LA Settlement Assets may be delayed if the Issuer is unable (whether due to impossibility, illegality or impracticality or otherwise) to procure delivery of the relevant obligations on or prior to the scheduled delivery date, and holders of the Reference Asset Linked Notes will continue to be exposed to fluctuations in the value of the relevant portion of the LA Settlement Assets during this period.

Where as of the LA Physical Settlement Date the Issuer determines that such delivery is impossible, illegal or impracticable for the Issuer or that it would be in breach of any restriction and/or commercially unreasonable to obtain, hold or deliver some or all of the LA Settlement Assets and/or it is unable to deliver some or all of the LA Settlement Assets due to circumstances within the control of the Noteholder, the Issuer will instead cash settle the Reference Asset Linked Notes in relation to the non-delivered obligations. In those circumstances in addition to delivering those obligations (if any) of the Reference Entity which were deliverable, it will make a payment of the Undeliverable LA Redemption Amount, calculated by reference to the value of the Undeliverable Assets (being the relevant non-delivered obligations) and less Unwind Costs.

As the market value of the Undeliverable Assets may be highly volatile following the occurrence of a Risk Event in respect of the relevant Reference Entity, such obligations may not reflect their full recovery value and as such any such Undeliverable LA Redemption Amount may be different to, and in some

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cases substantially less than, the value of the Undeliverable Assets on the date originally scheduled for delivery. Any such Undeliverable LA Redemption Amount payable will be due after the LA Physical Settlement Date and accordingly holders will continue to be exposed to fluctuations in the value of the relevant Undeliverable Assets during this period. In addition, such payments may be less than the recovery which would ultimately be realised by a holder of debt obligations of the relevant Reference Entity, whether by means of enforcement of rights following a default or receipt of distributions following an insolvency or otherwise.

Noteholders whose Notes are physically settled will be responsible for any taxes, any stamp duty, any costs, any expenses and/or any fees in relation to or as a result of such delivery, which will reduce any value realisable from such delivery. Investors would also be exposed to the foreign exchange risk associated with the currency in which such LA Settlement Assets are denominated, which may also reduce the value of such delivery.

Risks relating to cash settlement of Reference Asset Linked Notes

Following the occurrence of a Risk Event Determination Date in respect of a Risk Event, if cash settlement applies the Issuer's obligation to repay principal will be replaced by an obligation to pay other amounts calculated by reference to the value of the LA Settlement Assets. Any such amount will be reduced to take into account Unwind Costs and so will also depend upon the level of such Unwind Costs, as set out under "Unwind Costs" below and may in certain circumstances be zero.

Such payments may (a) be less or substantially less than the outstanding principal amount of the Reference Asset Linked Notes, (b) be less than the recovery which would ultimately be realised by a holder of debt obligations of the relevant Reference Entity, whether by means of enforcement of rights following a default or receipt of distributions following an insolvency or otherwise and (c) be subject to exchange rate risk.

Selection of Deliverable Obligations for purposes of the Recovery Value or for physical delivery

The Issuer will be the entity responsible for selecting Deliverable Obligations that will (as applicable) (a) constitute any LA Settlement Assets to be physically delivered to Noteholders or (b) be valued in order to determine the Recovery Value for the purposes of calculating any LA Redemption Amount. In making such selection, the Issuer will not be under any obligation to consider the interests of the Noteholders or any other person in relation to such selection or to mitigate their losses. Such entity will be entitled to select any Deliverable Obligations, as long as the Deliverable Obligation(s) selected fall within the criteria set out in the terms of the Reference Asset Linked Notes, even if such selection may result in the greatest loss to the holders of the Reference Asset Linked Notes and may be more advantageous to the Issuer (whether by reference to price, credit quality or otherwise). The Issuer has the discretion to select the cheapest and most illiquid Deliverable Obligation(s) and will have no liability to account to the holders of the Reference Asset Linked Notes or any other person for any profit or other benefit to it or any of its affiliates which may result directly or indirectly from such selection.

Fixed Recovery

The Issuer may also issue fixed recovery Notes which are Reference Asset Linked Notes where the Recovery Value used to calculate the amount payable on settlement of the Notes following the occurrence of a Risk Event is fixed. In this circumstance the fixed recovery will be less than the outstanding principal amount of the Reference Asset Linked Notes and may be less than the amount that would have been determined by reference to obligations of the relevant Reference Entity and may therefore result in a lower amount being due to the Noteholders on redemption. Such amount will be reduced to take into account Unwind Costs and so will also depend upon the level of such Unwind Costs, as set out under "Unwind Costs" below and may in certain circumstances be zero.

LA Zero Recovery

If the applicable Pricing Supplement specifies that LA Zero Recovery is applicable, the amount payable on cancellation of the Notes following the occurrence of a Risk Event is zero and accordingly investors will lose their entire investment in the Notes. In this circumstance, not recovering any amount on

settlement of the Notes may be less (and will not be more) than would have been the case if an amount had been determined by reference to the value of assets of the relevant Reference Entity.

Unwind Costs

Investors should note that each of any LA Redemption Amount, any Undeliverable LA Redemption Amount, any Early Redemption Amount and any amount of LA Settlement Assets deliverable in respect of physical delivery of a Reference Asset Linked Note will have deducted from it an amount equal to either (a) the amount specified in the applicable Pricing Supplement to be the Unwind Costs or (b) an amount determined by the Calculation Agent equal to the sum of (without duplication) all costs, fees, charges, expenses (including loss of funding), tax and duties incurred by the Issuer and/or any of its Affiliates in connection with the redemption of the Reference Asset Linked Notes and (if the Issuer has elected to hedge its exposure and such hedge is held at the related redemption) the related termination, settlement or re-establishment of any hedge or related trading position, such amount to be apportioned pro rata amongst the Notes. Investors may therefore receive back less than their initial investment or, in the case of redemption following the occurrence of a Risk Event, losses may be greater than if the investor were to hold obligations of the Reference Entity directly.

Cessation of Interest

Investors should be aware that:

- (a) in the case of interest-bearing Notes other than Non-Accruing Notes, no interest will be payable in respect of the Notes from the interest period commencing immediately preceding a Risk Event Determination Date ; and
- (b) in the case of interest-bearing Notes that are Non-Accruing Notes, no interest will be payable in respect of the Notes from the interest payment date immediately preceding a Risk Event Determination Date.

This means that if a Risk Event Determination Date occurs, investors will not receive the scheduled interest payments otherwise anticipated under the Notes and lose this return on their investment.

Cessation of Instalments

Investors should be aware that, in the case of Instalment Notes, no instalments of principal will be payable on or after the occurrence of a Risk Event Determination Date. This means that if a Risk Event Determination Date occurs, investors will not receive the scheduled principal re-payments otherwise anticipated under the Notes.

ISDA Credit Derivatives Definitions

This Offering Circular contains Terms and Conditions for Reference Asset Linked Notes some of which are based on the 2003 ISDA Credit Derivatives Definitions, as supplemented (the **2003 ISDA Definitions**). While there are similarities between the terms used in such Terms and Conditions and the terms used in the 2003 ISDA Definitions, there are a number of differences (including, without limitation, in relation to the application of Credit Derivatives Determinations Committee determinations (see further below) and the operation of the credit protection period). In particular, the Issuer has determined that certain provisions of the 2003 ISDA Definitions, which are intended for use by market participants in "over the counter" transactions, require amendment when incorporated in the terms of an offering of securities such as the Reference Asset Linked Notes. Therefore, a prospective investor should understand that the complete terms and conditions of the Reference Asset Linked Notes are as set out in this Offering Circular and the applicable Pricing Supplement and that the 2003 ISDA Definitions are not incorporated by reference herein. Consequently, investing in Reference Asset Linked Notes is not necessarily equivalent to investing in a credit default swap that incorporates the 2003 ISDA Definitions.

In addition while ISDA published the 2003 ISDA Definitions in order to facilitate transactions and promote uniformity in the credit derivatives market, the credit derivatives market has evolved over time and is expected to continue to change. Consequently, the 2003 ISDA Definitions and the terms applied to credit derivatives, including Reference Asset Linked Notes are subject to further evolution. In this

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respect ISDA also subsequently published the 2014 ISDA Credit Derivatives Definitions and investors should note that the changes to the 2003 ISDA Definition introduced by these are not reflected in the terms of the Notes.

Past events have shown that the view of market participants may differ as to how ISDA credit derivatives definitions operate or should operate. As a result of the continued evolution of the market, the Reference Asset Linked Notes may not conform to future market standards. Such a result may have a negative impact on the Reference Asset Linked Notes. Furthermore, there can be no assurances that changes to the terms applicable to credit derivatives generally will be predictable or favourable to the Noteholders.

Postponed Maturity Date

Where a Risk Event Determination Date has not occurred in each case on or prior to the Scheduled Maturity Date but (a) the Repudiation/Moratorium Extension Condition has been satisfied, (b) a Potential Failure to Pay has occurred or (c) if on the Scheduled Maturity Date, the Repudiation/Moratorium Evaluation Date or the Grace Period Extension Date (as applicable) the Calculation Agent determines that a General Risk Event may have occurred or a Potential Repudiation/Moratorium may have occurred, the relevant Maturity Date of the Notes may be extended pursuant to the terms and conditions of the Notes. This means that investors may experience delays in receipt of payments or deliveries that would otherwise have occurred in accordance with the terms of the Notes (with no additional interest being payable for any such delay) and that the Notes could still be redeemed for a Risk Event after the Scheduled Maturity Date, in which event the relevant delayed payments or deliveries will not then be made.

Postponement for Potential Risk Event

If Potential Risk Event Postponement is specified as applicable in the applicable Pricing Supplement and if, on the Maturity Date or, if the Notes are interest bearing, on any Interest Payment Date or, if the Notes are Instalment Notes, on any Instalment Date, the Calculation Agent determines that a Risk Event may exist or may have occurred at any time during the Risk Event Determination Period (but the Issuer has not provided a Risk Event Notice in respect thereof), the Issuer shall not pay the Redemption Amount and/or the relevant Interest Amount and/or the relevant Instalment Amount (as applicable) until the earlier of (i) the date on which the Calculation Agent determines that a Risk Event has not so occurred or existed; and (ii) the date which is 30 calendar days after the Maturity Date or relevant Interest Payment Date or relevant Instalment Date (as applicable). Payments or deliveries to Noteholders may therefore be delayed in respect of Reference Asset Linked Notes in these circumstances (with no additional interest being payable for any such delay) and if the Notes are redeemed for a Risk Event as a result of such delay the relevant delayed payments or deliveries will not then be made.

Credit Deterioration Requirement

A deterioration in the creditworthiness or financial condition of a Reference Entity will not be required for the purposes of determining a Failure to Pay General Risk Event, which could increase the likelihood of a General Risk Event and therefore losses occurring in respect of those Reference Asset Linked Notes.

Amendment of terms in accordance with market convention

The Calculation Agent may from time to time amend the terms of the Reference Asset Linked Notes in any manner which the Calculation Agent determines in a commercially reasonable manner is necessary or desirable from the perspective of the Issuer, the CGMHI Guarantor or the CGMFL Guarantor, as applicable, the Calculation Agent or an Affiliate of the Issuer, the CGMHI Guarantor or the CGMFL Guarantor, as applicable, hedging the Issuer's obligations in respect of the Reference Asset Linked Notes:

- (i) to incorporate and/or reflect further (or alternative) documents or protocols from time to time published by or on behalf of ISDA with respect to the documentation, trading or settlement of credit derivative transactions and/or the operation or application of determinations by Credit Derivatives Determinations Committees; and/or
- (ii) to reflect or account for market practice for credit derivative transactions.

Any such adjustment may amend the Notes in a way that is adverse to the interests of Noteholders and may have a negative impact on the market value of the Notes.

No Investigation or Due Diligence of Reference Entities

No investigation, due diligence or other enquiries have been made by the Issuer, any Dealer or any other related person in respect of any Reference Entity (including its existing or future creditworthiness) or any Reference Obligation, Reference Asset, Obligation, Deliverable Obligation, LA Settlement Assets or other obligations of the Reference Entity (as applicable). No representations, warranties or undertakings whatsoever have been or will be made by the Issuer, any Dealer or any other related person in respect of the Reference Entity (including its existing or future creditworthiness) or any Reference Obligation, Reference Asset, Obligation, Deliverable Obligation, LA Settlement Assets or other obligations of the Reference Entity (as applicable). Prospective investors in Reference Asset Linked Notes should make their own investigation and evaluation as to the creditworthiness of each Reference Entity and the likelihood of the occurrence of a Risk Event, including by consulting publicly available information.

Successions

The Reference Asset Linked Notes provide that a Reference Entity may be subject to replacement by one or more Successors. In such event, the Noteholders will be subject to the credit risk of each Successor, which may be greater than that of the original Reference Entity and notwithstanding this, the interest payable in respect of the Notes reflecting the credit risk to which Noteholders are exposed, will remain the same.

If more than one Successor has been identified, the Calculation Agent shall adjust such of the Terms and Conditions and/or the applicable Pricing Supplement as it in its sole and absolute discretion acting in a commercially reasonable manner shall determine to be appropriate to reflect that the relevant Reference Entity has been succeeded by more than one Successor and shall determine the effective date of that adjustment. Any such adjustment may be adverse to the interests of Noteholders and have a negative impact on the market value of the Notes.

Early Redemption upon Merger Event

If applicable, in the event that in the determination of the Calculation Agent a Merger Event has occurred the Issuer may give notice to the Noteholders and redeem the Reference Asset Linked Notes early at the Early Redemption Amount. The Early Redemption Amount may (a) be less or substantially less than the outstanding principal amount of the relevant Reference Asset Linked Notes and (b) be subject to exchange rate risk. Any such amount will be reduced to take into account the cost to the Issuer and/or any of its affiliates of unwinding any related hedging arrangements or, where "Recovery Value" is specified in respect of the early redemption amount in the applicable Pricing Supplement, Unwind Costs (as set out under "Unwind Costs" above) and so will also depend upon the level of such amounts deducted and may in certain circumstances be zero.

Determinations by Credit Derivatives Determinations Committees

The determination of whether there is a Successor to a Reference Entity or a Potential Repudiation/Moratorium for the purposes of the Repudiation/Moratorium Extension Condition, in each case under the Reference Asset Linked Notes, may follow determinations (DC Resolutions) of a committee established by or on behalf of ISDA for the purposes of making certain determinations in connection with credit derivative transactions that are relevant to the majority of the credit derivatives market (a **Credit Derivatives Determinations Committee**), unless the Calculation Agent determines that it is inappropriate to follow such determinations as provided therein (see "*Disapplication of DC Resolution*" below). In each case any such determinations could therefore affect the amount and timing of payments of interest on and principal of the Reference Asset Linked Notes or deliveries pursuant to the terms of the Reference Asset Linked Notes and may result in delay(s) of payments and/or redemption of the Reference Asset Linked Notes. The Issuer, the Dealer and no other related person will have any liability to any person for any such determination and/or any delay resulting from or relating to any determinations made by ISDA and/or any of the Credit Derivatives Determinations Committees. Further

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information regarding Credit Derivatives Determinations Committees can be found at www.cdsdeterminationscommittees.org/.

However the determinations of Credit Derivatives Determinations Committees will not otherwise be directly applicable to determinations made under the Reference Asset Linked Notes and may not be followed.

Any references in these "Risks relating to Reference Asset Linked Notes" to ISDA will include any other entity which succeeds to or is performing functions previously undertaken by ISDA in relation to Credit Derivatives Determinations Committees and references to Credit Derivatives Determinations Committees in relation to ISDA will include any successor thereto. The Calculation Agent may make such adjustments to the Reference Asset Linked Conditions and the applicable Pricing Supplement as it determines appropriate to account for any other entity so succeeding to or performing functions previously undertaken by ISDA. Any such adjustment may be adverse to the interests of Noteholders and may have a negative impact on the market value of the Notes.

Disapplication of DC Resolution

The Calculation Agent may acting in good faith and in a commercially reasonable manner and taking into account the differences between the 2003 ISDA Definitions (see "*ISDA Credit Derivatives Definitions*" above) and the terms of the Notes and such other factor(s) as it deems appropriate, determine that a DC Resolution is inappropriate to follow for the purposes of the Notes in relation to the determination of a Successor or a Potential Repudiation/Moratorium. This means that any such DC Resolution would not be applicable for the purposes of the Notes, even if this is prejudicial to Noteholders.

No Claim against or interest in any Reference Entity

Whilst an investment in the Notes gives exposure to some of the same risks as an actual investment in obligations of the Reference Entity(ies), a Note will not create an actual interest (whether by way of security or otherwise) in, or ownership of, any such Reference Entity or represent a claim against any such Reference Entity in respect of which any amount of principal and/or interest payable or, if Physical Delivery is specified as an applicable settlement method for the Notes in the applicable Pricing Supplement, the amount of assets deliverable in respect of the Notes, is dependent. Accordingly in the event that the amount paid by the Issuer or value of the specified assets delivered on settlement of the Notes is less than the principal amount of the Notes, a Noteholder will not have recourse under a Note to the Issuer or any Reference Entity.

Except in respect of Notes that are Physical Delivery Notes and where such Notes are settled by physical settlement, investors will have no legal or beneficial interest in any obligations (direct or indirect) of any Reference Entity. The Issuer is not an agent of Noteholders for any purpose and Noteholders will not have any voting or other rights in relation to such obligations.

Reference Assets Only Settlement - exposure to Reference Asset

In the case of Reference Asset Linked Notes for which Reference Assets Only Settlement is specified as applicable in the applicable Pricing Supplement, because following a Risk Event the Notes will be settled by valuation or delivery (as applicable) of the Reference Asset in respect of a Reference Entity – rather than obligations of the relevant Reference Entity generally – returns on the Notes may be adversely affected by circumstances affecting the Reference Asset even where other obligations of the Reference Entity are not affected. The creditworthiness or market value of the relevant Reference Asset may be less favourable than other obligations of the relevant Reference Entity due to liquidity, marketability, circumstances of origination, legal or validity risks, local access risks described above, or one or more other characteristics. Investors in the Notes should understand that their recovery in relation to the relevant Reference Asset may be substantially less than for more generally representative obligations of the relevant Reference Entity.

Currency Risks

Reference Asset Linked Notes may be payable in a currency different from the currency in which a Reference Asset is payable, and may have economic features equivalent to a currency derivative in which the cash flows on such Reference Asset are exchanged for the specified cash flows payable on the Notes.

Investors may therefore be exposed to fluctuations in the relevant exchange rate where ongoing calculations under the Notes include a currency exchange rate or due to Unwind Costs which may be deducted on certain redemptions of the Notes (for example following a Risk Event) and which may include one or more components linked to the currency of the Notes and/or a Reference Asset and/or the costs of termination or replacement of any such embedded currency derivative and may be substantially affected by changes in the relative value of such currencies.

Exchange rates can be volatile and unpredictable. Investors should be aware of the possibility of significant changes in rates of exchange between the currency of the Notes and the currency of a Reference Asset. The value of the Notes on any date may be substantially less than would otherwise be the case if a currency exchange rate is included in ongoing calculations under the Notes and the currency in which a Reference Asset is payable depreciates in value relative to the currency in which the Notes are payable or, if the Notes reflect an embedded currency derivative and the currency in which a Reference Asset is payable appreciates in value relative to the currency in which the Notes are payable (due to the potential deduction of Unwind Costs, which may be substantial, if the Notes are redeemed).

Prospective investors should in particular be aware that, due to exchange rate fluctuations as well as the other risks set out herein and depending upon the terms of the Notes:

- the market price of the Notes may be very volatile;
- payment of principal or interest may occur at a different time or in a different currency than expected;
- they may lose all or a substantial portion of their principal and/or interest payments;
- the relevant currencies may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices; and
- the timing of changes in a relevant currency may affect the actual yield to investors, even if the average level is consistent with their expectations.

In general, the earlier the change in the relevant currency, the greater the effect on yield.

See also "*Changes in exchange rates and exchange controls could result in a loss of the value of the Notes and payments in respect thereof in relation to the currency of the jurisdiction of an investor*" above.

For the purposes of Reference Asset Linked Notes, any references to "Specified Currency" in "*Changes in exchange rates and exchange controls could result in a loss of the value of the Notes and payments in respect thereof in relation to the currency of the jurisdiction of an investor*" and "*The unavailability of currencies could result in a loss of value of the Notes and payments thereunder*" above shall include "Settlement Currency" where the context so admits.

Regulatory Change Event and Tax Deduction Event adjustment

If the Calculation Agent determines that a Regulatory Change Event has occurred or exists or, unless Tax Deduction Event is specified as not applicable in the applicable Pricing Supplement, that there would be a Tax Deduction Amount in respect of amounts that would be received by a Reference Investor in respect of the Reference Investor Assets, then any payment(s) or delivery(ies) to Noteholders shall be reduced by an amount (in aggregate as applicable) equal in value to the allocable proportion of the Regulatory Change Cost or Tax Deduction Amount, as applicable, as determined by the Calculation Agent. Investors may therefore receive back less than the anticipated amount(s) due in respect of the Notes, which may be less than their initial investment or, in the case of redemption following the occurrence of a Risk Event, losses may be greater than if the investor were to hold obligations of the Reference Entity directly.

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Determinations and potential conflicts of interest

The terms of the Notes confer on the Issuer, the Calculation Agent and certain other persons some discretion in making judgements, determinations and calculations in relation to the Notes including, inter alia, the occurrence of various events including Risk Events and in certain cases the relevant party will act in its sole and absolute discretion. In each case the exercise of any such discretion is not subject to any dispute resolution or similar procedure and the exercise of any such discretion could adversely affect the value of the Notes or result in the occurrence of an early repayment at an amount less than an investor's initial investment.

In exercising its discretions, the relevant party will not be under any obligation to consider the interests of the Noteholders or any other person in relation to such discretion or to mitigate their losses. The relevant party and its affiliates may in fact benefit from the exercise of a discretion (for example the determination that a Risk Event has occurred or one or more related determinations) that may increase losses to Noteholders.

Where the Calculation Agent is an affiliate of the Issuer, potential conflicts of interest may exist between the Calculation Agent and Noteholders, including with respect to such determinations, calculations and judgements (for example whether a Risk Event has occurred and calculations or valuations with respect to underlying instruments, transactions or risks including, without limitation, Reference Assets, Unwind Costs and Undeliverable Assets) that may influence the amount receivable or specified assets deliverable in respect of the Notes.

Any of Citigroup Inc., CBNA, CGMHI, the CGMHI Guarantor, CGMFL, the CGMFL Guarantor and/or their affiliates and/or any third parties or entities which are not subject to regulation under the laws of the United States, the EEA or the United Kingdom may publish credit spreads or other values or prices or other projections of the creditworthiness in respect of, or of the obligations of, a Reference Entity. Any of Citigroup Inc., CBNA, CGMHI, the CGMHI Guarantor, CGMFL, the CGMFL Guarantor and/or any of their affiliates may also from time to time engage in transactions with, in relation to or in respect of, any Reference Entity for their proprietary accounts or for other accounts under their management, subject to requirements of all applicable laws and regulations. Any of Citigroup Inc., CBNA, CGMHI, the CGMHI Guarantor, CGMFL, the CGMFL Guarantor and/or their affiliates may also issue other derivative instruments in respect of any Reference Entity. Any of Citigroup Inc., CBNA, CGMHI, the CGMHI Guarantor, CGMFL, the CGMFL Guarantor and/or their affiliates may also act as underwriter or counterparty in connection with future offerings of securities, debt or other obligations related to an issue of Notes, or may act as financial adviser to certain companies who are Reference Entities in respect of one or more issues of Notes or in a commercial banking capacity for such companies. These activities may have a negative effect on the value or creditworthiness of, or the likelihood of a Risk Event occurring to, a Reference Entity and consequently upon the value of the Notes.

Any of Citigroup Inc., CBNA, CGMHI, the CGMHI Guarantor, CGMFL, the CGMFL Guarantor, any Dealer and/or any of their affiliates may have existing or future business relationships with the issuer or any other entity that is, or is associated with, a Reference Entity (including, but not limited to, lending, depositary, risk management, advisory and banking relationships) and may (but are not required to) enter into arrangements to hedge their obligations, and may pursue actions and take steps with respect thereto (including exercising rights thereunder) that they or it deem(s) necessary or appropriate to protect their and/or its interests arising therefrom without regard to the consequences for a Noteholder, which may be adversely affected by such actions and steps. A Noteholder will not have recourse to the applicable counterparty under any such hedging arrangements and any such hedging arrangements will not confer any rights or LA Settlement Assets on any Noteholders and will constitute separate obligations of any of Citigroup Inc., CBNA, CGMHI, the CGMHI Guarantor, CGMFL, the CGMFL Guarantor and/or any Dealer and/or any such affiliate. In addition, any such hedging arrangements may give rise to Unwind Costs in connection with redemption of the Notes and in such circumstances amounts payable or deliverable to Noteholders will be reduced by each Noteholder's *pro rata* share of such Unwind Costs.

Regulatory initiatives may restrict certain investments and have an adverse impact on the regulatory treatment of the Notes

In Europe, the U.S. and elsewhere there is increased political and regulatory scrutiny of the derivatives and structured securities industries. This has resulted in a raft of measures for increased regulation which are currently at various stages of implementation and which may restrict investment in certain Notes, have an adverse impact on the regulatory position for certain investors and/or on the incentives for certain investors to hold Notes and may thereby also affect the liquidity of such Notes in the secondary market. Investors in the Notes are responsible for analysing their own regulatory position and none of Citigroup Inc., CBNA, CGMHI, the CGMHI Guarantor, CGMFL and the CGMFL Guarantor, the Arranger or the Dealers makes any representation to any prospective investor or purchaser of the Notes regarding the regulatory treatment of their investment at the time of such investment or at any time in the future. Prospective investors should therefore make themselves aware of the changes and requirements applicable to them, in addition to any other applicable regulatory requirements with respect to their investment in the Notes.

Risks relating to Credit Linked Notes

Credit risk of the Reference Entity

Investors should note that a holder of a Credit Linked Note will be exposed to the credit of one or more Reference Entities, which exposure shall be, unless otherwise stated in the applicable Pricing Supplement, to the full extent of their investment in such Credit Linked Note or, in the case of Index Tranching Credit Linked Notes or Portfolio Tranching Credit Linked Notes, to the extent that the aggregate losses exceed the "attachment point". Upon the occurrence of any specified Credit Event or Risk Event, as applicable, with respect to any Reference Entity, investors may suffer significant losses at a time when losses may be suffered by a direct investor in obligations of such Reference Entity. However, the holding of a Credit Linked Note may not reflect the impact of investing in an obligation of a Reference Entity, and losses in relation to the Credit Linked Notes could be considerably greater than would be suffered by a direct investor in the obligations of a Reference Entity and/or could arise for reasons unrelated to such Reference Entity. In addition, the terms of the deliverable obligations of Reference Entities may not be standard, and holders of that debt may therefore incur additional losses that are not reflected in the relevant Credit Linked Notes. This is of greater force in the case where the Reference Entity is a sovereign. There are no common set of rules or practices that governs the manner in which a sovereign government, faced with deterioration in its fiscal position or the performance of its economy, may attempt to reach resolution with holders of its debt obligations. Due to, amongst other factors, the role of governments and international organisations as creditors, the ability of a sovereign to enact legislation that may affect holders of its debt obligations, and the role played by other governments, including those of the jurisdictions in which private creditors are located, the development of events is inherently unpredictable. As a result, specified Credit Events or Risk Events, as applicable, may not encompass all the circumstances in which holders of a sovereign Reference Entity's obligations may suffer credit-related losses.

Legal risks

Investors should note that a Credit Event or Risk Event, as applicable, may occur even where (i) the Reference Entity/underlying obligor lacks capacity to enter into any obligation, (ii) there is any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any obligation or (iii) the Credit Event or Risk Event, as applicable, results from (a) any applicable law, order, regulation, decree or notice or change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body or (b) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority.

In such circumstances, investors should note that they will bear the legal risks since the occurrence of a Credit Event or a Risk Event, as applicable, will result in an early redemption of their Credit Linked Notes, in full or in part.

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Jurisdictional differences and assessment of Reference Entity

There can be less publicly available information about certain Reference Entities particularly where the laws in the jurisdiction of the Reference Entity do not subject the Reference Entity to reporting requirements. Furthermore, certain Reference Entities are subject to accounting, auditing and financial reporting standards that may differ from those applicable in other jurisdictions, and the relevant ways in which the legal regime of a Reference Entity operates can result in differences in outcomes across various jurisdictions. The differences highlighted herein may make it more difficult to make an accurate assessment of the creditworthiness of certain Reference Entities, and these differences may have a significant effect on the recovery on an underlying debt obligation in the event of bankruptcy or reorganisation of a Reference Entity. For example, once a bankruptcy or insolvency proceeding has commenced under the laws of certain jurisdictions, it may not be permissible to trade or accelerate the debt of the relevant issuer.

In making any assessment with respect to the creditworthiness of any Reference Entity or the Reference Entity generally, investors should also take into account, amongst other factors, (i) the name of the Reference Entity given that there can be confusion among market participants with respect to similarly named entities within a corporate group or failure to monitor any recent name changes or Successors identified with respect to a particular Reference Entity, (ii) the obligor on any referenced obligation and its capacity, to the extent relevant for any Credit Linked Note, (iii) the characteristics of any obligation referenced such as whether it is senior or subordinated, senior non preferred, freely transferrable, secured or unsecured, a bond, loan or a payment obligation not related to borrowed money which may either meet or fail to meet certain requirements specified in the Credit Linked Note relevant to either the occurrence of a Credit Event or Risk Event, as applicable, or redemption following a Credit Event or Risk Event, as applicable and (iv) where there are multiple Reference Entities, whether each Reference Entity is weighted equally or whether some Reference Entities have greater weightings than others given a Reference Entity's weighting with respect to the relevant Credit Linked Note determines the portion of the principal amount of the Credit Linked Note that is attributable to that Reference Entity. The above factors are related to, and may affect, the creditworthiness of the relevant Reference Entity(ies) which, in turn, may impact the value of, and return on, the Credit Linked Notes and therefore, such factors are important and should be taken into consideration when making a decision whether to invest in the Credit Linked Notes.

Actions of Reference Entities

A Reference Entity (which could be the Issuer, the Calculation Agent or one of their affiliates) could take certain actions (e.g. merger, demerger or the repayment or transfer of indebtedness) without having regard to any investor's interest. A Reference Entity may have an incentive to structure a transaction to produce a particular result for example, in order to induce holders of its debt obligations to take certain actions. In some cases, a Reference Entity may repay its outstanding liabilities or assign them to a different entity in a manner that does not give rise to the determination of a Successor to the Reference Entity. In such cases, with respect to that Reference Entity, there may no longer be any deliverable obligations (a circumstance commonly referred to as an "orphaning"), which may result in there being no appropriate Deliverable Obligations for an Auction to be determined with respect to the relevant Reference Entity or Physical Redemption to be effected. Such actions could affect the value of and return on such Credit Linked Notes in a manner that was not originally contemplated by investors.

Historical performance may not predict future performance

Investors should note that the historical performance of a Reference Entity or similar entities is not indicative of its future performance and, accordingly, if contrary to historical performance, a Credit Event or a Risk Event occurs, the Credit Linked Note may early redeem.

Concentrated credit risk where Reference Entities are concentrated in the same sectors or regions

The credit risk to investors in the Credit Linked Notes, which are credit-linked to multiple Reference Entities may be increased, amongst other things, as a result of the concentration of Reference Entities in a particular industry sector or geographic area, or the exposure of the Reference Entities to similar financial or other risks as other Reference Entities.

Although at the Issue Date or Trade Date, as applicable, investors in Single Name Credit Linked Notes and Local Access Single Name Credit Linked Notes will have exposure to a single Reference Entity, investors should note that the risk factors set out above will equally apply to such Credit Linked Notes when multiple successors are identified in accordance with the Credit Linked Conditions.

Impact of a Credit Event or Risk Event on principal and interest

Following a Credit Event which is a Governmental Intervention or certain Restructuring Credit Events, an Asset Package Credit Event may occur and the amount of principal payable may be determined based on the value of a package of assets which a relevant obligation of a Reference Entity has been converted into or exchanged for (which may be worth significantly less than the principal amount of such original obligation of such Reference Entity or, where such original obligation has been expropriated for no compensation, may be zero). Prospective investors in such Credit Linked Notes should be aware that depending on the terms thereof (i) they may receive no or a limited amount of interest, (ii) payment of principal or interest or delivery of any specified assets may occur at a different time than expected and (iii) they may lose all or a substantial portion of their investment.

The occurrence of a Credit Event or Risk Event, as applicable, in relation to any Reference Entity from time to time may result in either full or partial redemption of the Credit Linked Notes on the relevant Credit Event Redemption Date which shall depend on whether "Credit Payment on Maturity" or "Credit Payment Following Credit Event" applies (and additionally, in the case of Local Access Basket Credit Linked Notes, whether "Redemption in Part" or "Redemption in Full" applies) and any recovery (which could be zero) or any incurred recovery amounts (to the extent that such recovery falls within the tranche to which the Index Tranching Credit Linked Notes or Portfolio Tranching Credit Linked Notes are exposed to (as applicable)) will be payable to the investor but the investor shall be exposed to all incurred losses (to the extent that such losses fall within the tranche to which the Index Tranching Credit Linked Notes or Portfolio Tranching Credit Linked Notes are exposed to (as applicable)), which will reduce its principal redemptions. Where "Physical Redemption" applies, the occurrence of a Credit Event may result in the redemption of the Credit Linked Notes based on the delivery of certain direct or indirect obligations of the affected Reference Entity, which may have a market value which is substantially less than their nominal amount.

Following the occurrence of a Relevant Event Determination Date or Relevant Risk Event Determination Date, as applicable, investors should note that interest will cease to accrue on a specified portion of the relevant Credit Linked Notes as set out in the terms and conditions of the Credit Linked Notes depending on whether "Interest Accrual on Default" or "No Interest Accrual on Default" applies in the applicable Pricing Supplement.

If "No Interest Accrual on Default" is applicable, interest will cease from the Interest Payment Date or LA Interest Payment Date, as applicable, immediately preceding the Relevant Event Determination Date or Relevant Risk Event Determination Date, as applicable or where there is no Interest Payment Date or LA Interest Payment Date, as applicable, immediately preceding the Relevant Event Determination Date or Relevant Risk Event Determination Date, as applicable, the Issue Date. If "Interest Accrual on Default" is applicable, interest will cease to accrue on the first Business Day immediately following the Relevant Event Determination Date or Relevant Risk Event Determination Date, as applicable. In such case, interest shall accrue on the affected applicable proportion from (and including) the Interest Payment Date or LA Interest Payment Date, as applicable, immediately preceding the Relevant Event Determination Date or Relevant Risk Event Determination Date, as applicable (or where there is no Interest Payment Date or LA Interest Payment Date, as applicable, immediately preceding the Relevant Event Determination Date or Relevant Risk Event Determination Date, as applicable, the Issue Date) to (and including) the Relevant Event Determination Date or Relevant Risk Event Determination Date, as applicable. With respect to the Index Tranching Credit Linked Notes or Portfolio Tranching Credit Linked Notes, interest will cease to accrue on the Principal Writedown Amount with effect from the Credit Event Writedown Date, being the business day immediately following the Relevant Event Determination Date.

The Issuer may also suspend interest in certain circumstances where (a) an Applicable DC Credit Event Question or a CE Resolution Notice, as applicable, has been submitted in respect of which a DC Resolution has not been published or the Credit Derivatives Determinations Committee has not resolved whether it will convene a meeting to Resolve the Applicable DC Credit Event Question or the matters

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described in the CE Resolution Notice, as applicable, or (b) where the Calculation Agent has determined that a Credit Event or a Risk Event, as applicable, could occur but no Credit Event Notice or Risk Event Notice, as applicable, has been provided to the Issuer and/or the Noteholders. In such circumstances, investors should note that the Issuer would suspend the maximum amount of interest payable assuming (i) the Credit Event or Risk Event, as applicable, had occurred, (ii) in the case of an M(M)R Restructuring or Restructuring, as applicable, as though no partial exercise occurred and (iii) where the amount to be withheld requires calculation of any recovery amount, a fixed recovery of zero per cent. applies. Such suspension of interest shall be effected although no Relevant Event Determination Date or Relevant Risk Event Determination Date has actually occurred.

Investors should be aware that payment of any interest wrongly suspended will be repayable in accordance with the terms and conditions of the Credit Linked Notes and where insufficient interest has been suspended (the absolute value of such interest shortfall constituting the Interest Suspension Shortfall Amount), such Interest Suspension Shortfall Amount shall be claimed by the Issuer from any future amount(s) payable or assets Delivered upon the redemption or, where applicable, write down in full of the relevant Credit Linked Notes (whether at maturity or upon early redemption). The Issuer however shall have no further claims against any investors for any Interest Suspension Shortfall Amount which cannot be deducted in full or in part (on account of the relevant redemption amount being insufficient).

Interest (if applicable) shall continue to be suspended until the relevant Credit Derivatives Determinations Committee makes the relevant announcements or the Calculation Agent determines that no Relevant Event Determination Date or Relevant Risk Event Determination Date, as applicable, can occur. In such circumstances, investors should note that they may not receive any interest for multiple Interest Periods.

Interest will otherwise continue to accrue as usual on any remaining portion of the Credit Linked Note unaffected by the Relevant Credit Event or Relevant Risk Event, as applicable, to and excluding the earlier to occur of any full redemption at Scheduled Maturity Date or any relevant early redemption. Where "Credit Payment on Maturity applies", additional interest shall accrue on the Credit Linked Notes in respect of the Credit Payment on Maturity Amount at the funding interest rate.

Exposure to Credit Events and successions prior to the Trade Date or Issue Date

The Credit Event Backstop Date represents the first day of the credit protection period for a Series of Credit Linked Notes. The default position under the Credit Linked Conditions is for the Credit Event Backstop Date to be determined on a rolling basis by reference to a look-back period of 60 calendar days from the Credit Event Resolution Request Date or the effective date of the Credit Event Notice, as applicable. Investors should accordingly note a Credit Event occurring prior to the Trade Date or Issue Date may result in a Credit Event being triggered under such Credit Linked Notes. Investors should also note that this will not be the case where the terms of the Credit Linked Notes expressly specify the Credit Event Backstop Date as the Trade Date or the Issue Date. Credit Linked Notes may also be exposed to Successor determinations in respect of events occurring prior to the Trade Date or Issue Date as Credit Linked Notes have a similar backstop date (referred to as "**Successor Backstop Date**"), which is a look-back period of 90 calendar days prior to the date of a request to convene the relevant Credit Derivatives Determinations Committee (or, if applicable, the effective date of a notice to the investor describing the relevant succession) is applicable for the purposes of any Successor determination. In both cases, investors should note that a Credit Event or succession that occurred prior to the Trade Date or Issue Date could affect the relevant Credit Linked Notes. Where on or after 1 January 2014, an entity assumes all of the obligations (including at least one relevant obligation) of a Reference Entity which is not a sovereign, in circumstances where a Reference Entity has ceased to exist, or is in the process of being dissolved and has not issued or incurred any borrowed money obligation at any time since the legally effective date of the assumption (such entity, a "**Universal Successor**"), the look-back period of 90 calendar days will not apply.

Investors should conduct their own review of any recent developments with respect to any Reference Entity(ies) by consulting publicly available information. If, prior to the Trade Date or Issue Date, a request to convene a Credit Derivatives Determinations Committee to determine whether a Credit Event or Successor determination has occurred with respect to a Reference Entity has been made, details of such request may be found on the DC Secretary's webpage at

<https://www.cdsdeterminationscommittees.org/> (or any successor website). If a Credit Derivatives Determinations Committee has not been convened to determine such matter as of the Trade Date or Issue Date, investors should note that one may still be convened after the Trade Date or Issue Date in respect of an event that has occurred which occurs up to 60 days (in the case of a Credit Event), 90 days (in the case of the determination of a Successor) or any time (in the case of the determination of a Universal Successor, where applicable) before the date of a request to convene such Credit Derivatives Determinations Committee to make the relevant determinations. Equally, Credit Events and successions may occur but where issues are not raised within the requisite time period to the Credit Derivatives Determinations Committee to qualify for a Credit Event or a qualifying succession, the events will not impact the relevant Credit Linked Notes, subject to any further actions undertaken by the Calculation Agent (where applicable).

Successors

Investors should note that, from time to time, the Reference Entity may be subject to change following the determination of any successors to the Reference Entity, and the creditworthiness of such successors may have an impact on the value of, and return on, the Credit Linked Notes.

The Calculation Agent will be responsible for determining, as soon as reasonably practicable after it becomes aware of the relevant succession, the sovereign or entity, if any, that qualifies as the successor. The Credit Linked Conditions provide that if a Reference Entity has more than one successor, the Calculation Agent shall amend the terms of the Credit Linked Notes, without consent of the investors, to reflect that the relevant Reference Entity has been succeeded by more than one successor and for the purposes of calculation, the affected notional representing such Reference Entity will be divided equally among the successors. Following such determination, the Credit Linked Notes shall remain outstanding in an amount equal to the Outstanding Aggregate Nominal Amount and interest will accrue on such amount in accordance with the adjustments determined by the Calculation Agent in its discretion, acting in a commercially reasonable manner to reflect the economic effects of the identification of more than one successor, considered in the aggregate. Investors should note that the Credit Linked Note may reference substantially different credit risks following the determination of one or more successors. These credit risks could potentially be greater or lesser than the credit risk of the original Reference Entity. Investors should also be aware that the determination of a successor will not necessarily result in the assumption of that obligation by the successor either at all or in the same proportion as the allocation of the notional amount of the original Credit Linked Note. Such changes to the Credit Linked Notes could adversely impact the value of the Credit Linked Notes.

Volatile prices

The market price of Credit Linked Notes may be volatile and will be affected by, amongst other things, (i) the actual or perceived creditworthiness and credit ratings of each Reference Entity and any guarantors or other supporters of its relevant obligations, (ii) expected rates of recovery on obligations of the Reference Entity, (iii) actions of a Reference Entity and its principal creditors, (iv) the nature of each Reference Entity's outstanding indebtedness, including its maturity and subordination structure and any guarantees or other support that the Reference Entity has provided to other entities, (v) the contractually specified credit-related events with respect to a Reference Entity that may trigger settlement of the Credit Linked Notes, (vi) optionality that a party may have, such as the ability to select the obligations of a Reference Entity that will be delivered or valued or to decide whether or not to trigger settlement, (vii) correlation among the credit spreads and/or default probabilities of the components of a basket or index, if applicable, (viii) market liquidity, (ix) the time remaining to the maturity or (x) economic, financial, political and regulatory or judicial events or conditions that affect a Reference Entity or its outstanding obligations, or the market for Credit Linked Notes or related financial markets, including credit spreads in the market. Such volatility could impact on the market value of the Credit Linked Notes.

Market liquidity

Various factors may affect the market liquidity for the Credit Linked Notes. Future regulation of Credit Linked Notes could limit market liquidity. In respect of an Index Untranching Credit Linked Note or an Index Tranching Credit Linked Note, certain tenors of the relevant Index referenced by the relevant Credit Linked Note may be more liquid than others. The market liquidity of an Index Untranching Credit Linked

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Note or Index Tranching Credit Linked Note may also vary significantly between the current series of the relevant Index referenced by the relevant Credit Linked Note and prior series. The market liquidity of instruments based on a bespoke portfolio of Reference Entities will generally be less than that of instruments linked to standardised indices and terms. The market liquidity of a single-name Reference Entity may be affected by the Reference Entity's inclusion or exclusion from a standardised index, with exclusion from an index generally expected to result in diminished market liquidity.

In addition, Credit Linked Notes with terms that differ from trading conventions may have substantially less market liquidity and price transparency. Consequently, market liquidity could vary during the term of a Credit Linked Note and will affect the value of such Credit Linked Note. There is no assurance that the Issuer, Dealer, Calculation Agent or one or more of their affiliates will be able to provide prices with respect to the Credit Linked Notes or that a secondary market can develop with respect to the Credit Linked Notes.

The Credit Derivatives Determinations Committees may make announcements, determinations and resolutions which may have an adverse impact on the value of, and return on, Credit Linked Notes. The Credit Derivatives Determinations Committees make determinations that are relevant to the majority of the credit derivatives market and to promote transparency and consistency.

In making any determination with respect to a Credit Event, Risk Event or a succession date, the Calculation Agent may have regard to announcements, determinations and resolutions made by the Credit Derivatives Determinations Committees. In certain circumstances (including, without limitation, the determination of the occurrence of an "**Event Determination Date**"), the Credit Linked Notes will be subject to the announcements, determinations and resolutions of the Credit Derivatives Determinations Committees. Such announcements, determinations and resolutions could adversely impact the quantum and timing of payments of interest and principal on the Credit Linked Notes.

Investors have no role in respect of the composition of the Credit Derivatives Determinations Committees

Noteholders will have no role in the composition of the Credit Derivatives Determinations Committees. A separate criterion will apply to the selection of dealer and non-dealer institutions to serve on the Credit Derivatives Determinations Committees ("**DC Member**"), and Noteholders will have no role in establishing such criteria. In addition, the composition of the Credit Derivatives Determinations Committees will change from time to time as the term of a member institution may expire or a member institution may be required to be replaced. Noteholders will have no control over the process for selecting institutions to participate on the Credit Derivatives Determinations Committees given the process is governed by the Credit Derivatives Determinations Committees Rules (the "**DC Rules**"). To the extent provided for in the Credit Linked Notes, the determinations of the Credit Derivatives Determinations Committees (for example, whether or not a Credit Event has occurred) which will impact the return on the Credit Linked Notes will be final and binding with respect to specific matters set out in the terms and conditions of the Credit Linked Notes, where relevant.

Investors will not be notified of deliberations and resolutions of the Credit Derivatives Determinations Committees

Notices of issues submitted to the Credit Derivatives Determinations Committees, meetings convened to deliberate such questions and the results of binding votes of the Credit Derivatives Determinations Committees will be published on the website of the DC Secretary at <https://www.cdsdeterminationscommittees.org/> (or any successor website). Neither the Issuer, Dealer, Calculation Agent or one or more of their affiliates shall be obliged to inform investors of such updates as published from time to time. Investors should carefully monitor the matters under consideration by the Credit Derivatives Determinations Committees and their determinations as such determinations may affect an investor's rights under the Credit Linked Notes.

Notwithstanding that an investor may be unaware of information relating to determinations of a Credit Derivatives Determinations Committee as published on the DC Secretary's website, this will not impact any redemptions, reductions in interest write-downs or determinations made by the Calculation Agent and/or Issuer.

Investors will have no recourse against any of the institutions serving (which could include the Issuer, the Dealer or the Calculation Agent) on the Credit Derivatives Determinations Committees or the external reviewers

DC Members (which could include the Issuer, the Dealer, the Calculation Agent or one or more of their affiliates) do not owe any duty to Noteholders to refer specific questions to the Credit Derivatives Determinations Committees. Noteholders will be prevented from pursuing legal claims with respect to actions taken by such DC Member in its capacity as such under the DC Rules. DC Members have no duty to investigate, supplement or verify the accuracy of information on which a determination is based. In addition, the Credit Derivatives Determinations Committees are not obligated to follow previous determinations or to apply principles of interpretation such as those that might guide a court in interpreting contractual provisions. Therefore, investors should be aware that a Credit Derivatives Determinations Committee could reach a conflicting determination for a similar set of facts, which may impact the Credit Linked Notes in a manner that was not originally contemplated by investors.

Requirement for publicly available information

The Credit Linked Notes may specify that only publicly available information regarding a relevant event may be used to trigger or modify the transaction. The Credit Linked Conditions contain standards as to what constitutes publicly available information. If a Credit Event, Risk Event or a succession occurs, amongst other events, but the requisite public information about the event is not available within the applicable time periods, then the event will not take effect under the Credit Linked Notes.

Investors should note that in certain circumstances it may be difficult to verify the occurrences of certain Credit Events or Risk Events, as applicable, as a party in possession of such information which may evidence such Credit Event or Risk Event, as applicable, may be contractually prohibited from disclosing information to another party by virtue of any credit agreement or other agreement with the Reference Entity, any underlying obligor, any affiliate of the Reference Entity or of the underlying Obligor or such party may be bound by or subject to a confidentiality obligation or agreement whereby the required information for verification may not be capable of disclosure without breaching such confidentiality undertakings. Accordingly, there may be circumstances when a Credit Event or Risk Event, as applicable, may not be capable of trigger under the Credit Linked Notes due to lack of publicly available information.

In addition, there can be no assurance that all events occurring prior to the Trade Date and Issue Date, including events that would affect the accuracy or completeness of the public filings of the Reference Entity or the value of the underliers, will have been publicly disclosed. Subsequent disclosure of any such events or the disclosure of or failure to disclose material future events concerning an issuer could adversely affect the value of the Credit Linked Notes, its usefulness for any investor's intended purpose, and the timing or amount of payments or deliveries.

Risks associated with Auction Redemption following a Credit Event

If "Auction Redemption" is applicable with respect to the Credit Linked Notes, then the amounts payable under the Credit Linked Notes will be determined on the basis of the final price determined pursuant to the auction procedure set out in the relevant Credit Derivatives Auction Settlement Terms (then available at <https://www.cdsdeterminationscommittees.org/> (or any successor website)). In respect of specified obligations of the relevant Reference Entity, provided that the Credit Derivatives Determinations Committee determines that an applicable auction will be held, an auction final price determination date will occur. Credit losses determined pursuant to a market auction process may be greater or less than the losses which would have been determined in the absence of the auction. In particular, the auction process may be affected by technical factors or operational errors, which would not otherwise apply or may be the subject of actual or attempted manipulation. The administrator(s) specified in the auction settlement terms conduct auctions. Investors are subject to the risk that where a final price is determined in accordance with an auction, this may result in a lower recovery value than an obligation of the Reference Entity would have had if such final price had been determined pursuant to alternative methods. In addition, the Credit Derivatives Determinations Committee may amend the form of auction settlement terms for a particular auction. The DC Rules provide for certain amendments by resolution of a convened Credit Derivatives Determinations Committee. Other amendments may be made subject to a public comment period; however, the DC Rules permit the Credit Derivatives Determinations Committee to

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forego a public comment period by supermajority action. Accordingly, there can be no assurance that the Credit Derivatives Auction Settlement Terms for a particular auction will be on similar terms to the form of auction settlement terms or the terms of previous auctions.

Where the only relevant Credit Event is a restructuring, several concurrent but separate auctions may occur with respect to the Reference Entity and such Credit Event. The auction settlement amount may be based on the price of one or more obligations of the Reference Entity having a final maturity date different from the restructured obligation.

Although auctions can generally be expected to be held for Reference Entities that are widely traded in the credit markets, there can be no assurance that an auction will be held for future Credit Events or that, if held, the auction will result in the determination of an auction final price. If an auction is not held or fails to result in the determination of an auction final price (as might occur if an auction is cancelled by the Credit Derivatives Determinations Committee due, for example, to an inability to obtain the requisite number of initial bids) and if "Auction Redemption" is applicable with respect to the Credit Linked Notes, then the "Fallback Redemption Method" shall apply which, depending on the nature of the Credit Linked Notes being redeemed, may be cash redemption, or physical redemption. In such circumstances of cash redemption, the final price will be determined pursuant to the valuation method specified in the Credit Linked Notes.

Investors should carefully assess and understand the elections specified in relation to the relevant Credit Linked Notes and the circumstances and/or events as described above, which may affect the value of, and return on, such Credit Linked Notes.

Risks relating to physical redemption following a Credit Event or Risk Event, as applicable

Where "Physical Redemption" or "LA Physical Redemption" applies to Credit Linked Notes, the Issuer must select obligations of the Reference Entity that satisfy specified criteria and deliver those obligations to the investor in an amount determined in accordance with the terms of the Credit Linked Notes. Investors should be aware that physical redemption may not be possible to accomplish under some circumstances, including where the Issuer is unable to procure the specified or selected deliverable obligation(s) due to market dislocations or prior redemptions or refinancings by the Reference Entity, failure to receive necessary transfer consents (such as from a borrower or agent) or delays in receiving such consents, or court orders prohibiting transfers of an obligation. In such event, the terms of the Credit Linked Notes may provide the Issuer with alternative methods of settlement or permit partial cash settlement subject to certain conditions or specify other fallback consequences which may include redemption by way of payment of a cash amount. Further, where "Physical Redemption" applies and if all or any part of the Physical Redemption Assets that would be required to be Delivered to a Noteholder is not a whole integral multiple of the smallest unit of transfer for any such Physical Redemption Assets at the relevant time of Delivery, as determined by the Calculation Agent, the Issuer will only Deliver the portion of the Physical Redemption Assets specified by the Issuer which is as large a size as possible but less than the full Physical Redemption Assets, after consideration of such smallest unit or units of transfer and application of rounding. The value of the undelivered obligations will be deemed to be zero and the Issuer's obligations to an investor in respect of such portion shall be fully and effectively discharged in such circumstances.

Investors should understand the terms of the obligation and applicable securities laws as these may restrict their ability to take delivery of Deliverable Obligations. Investors should also note that delivery expenses will be taken into account in determining the Outstanding Principal Balance or Due and Payable Amount of the relevant Deliverable Obligations to be Delivered.

Outstanding Principal Balance

The outstanding principal balance of a deliverable obligation is determined by calculating (i) the amount of all principal payment obligations of a Reference Entity in respect of such obligation, minus (ii) any unwind costs, any delivery expenses, any interest suspension shortfall amounts and any portion of such principal payment obligations that are subject to a contingency (other than certain permitted contingencies) or prohibited action (the amount determined in sub-paragraph (i) above less any amounts subtracted in accordance with sub-paragraph (ii) above, being the "**Non-Contingent Amount**") and

thereafter determining the lowest amount of the claim that could be validly asserted against a Reference Entity in respect of such Non-Contingent Amount if the obligation was redeemed or accelerated. Accordingly, if payments of principal are subject to a contingency, the outstanding principal balance could be less than the principal balance (and depending upon the type of contingency, could even be zero).

The quantum of the claim will be normally determined in accordance with any applicable law that reduce or discount the size of the claim to reflect the original issue price or accrued value of the obligation. Where the "2019 NTCE Supplement to the 2014 ISDA Credit Derivatives Definitions (July 15, 2019)" and "Fallback Discounting" both apply and if certain other conditions are met (being (a) the Outstanding Principal Balance of an obligation is not reduced or discounted in accordance with applicable law and (b) the issue price of a Bond or the amount advanced under a Loan is less than 95 per cent. of the principal redemption amount or principal repayment amount (as applicable), and in each case, there are no provisions relating to the accretion over time of the amount which would be payable on an early redemption or repayment of such Bond or Loan that are customary for such Bond or Loan, as applicable), the Outstanding Principal Balance would instead be the lesser of (i) the Non-Contingent Amount and (ii) an amount determined by straight line interpolation between (A) the issue price of the Bond or the amount advanced under the Loan and (B) the principal redemption amount or principal repayment amount, as applicable. In such circumstances, prospective investors should note that upon Delivery by the Issuer of impacted Deliverable Obligations or LA Settlement Assets, as applicable, the amount received by the investor would potentially be further reduced which could result in an anticipated par claim being treated as less than par.

Delivery of Loans

Where physical redemption applies and to the extent investors would be required to receive loans as deliverable obligations under a Credit Linked Note, investors should be familiar with the documentation and settlement practices of the relevant secondary loan trading markets and applicable laws and regulations (including the legal consequences of furnishing or receiving non-public information regarding a Reference Entity).

Provisions of the Reference Entity's credit agreements may affect a party's ability to deliver or receive loans, the economic consequences of doing so and whether loans meet deliverability criteria. Accordingly, investors should review such agreements carefully, including the provisions governing assignments, any collateral allocation mechanisms i.e., a mandatory exchange of obligations for other obligations under a credit agreement, not all of which may be deliverable and provisions that may require or entitle a lender to advance funds.

Payment/Delivery Failure Event – failure to deliver

Investors should note that a Payment/Delivery Failure Event will occur where certain relevant definitive Credit Linked Notes (other than Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes) and/or the Deliverable Obligation Notice are not delivered or there is a failure to duly execute, deliver and/or accept a transfer certificate or other transfer document on or before any Delivery Date and/or specify a date for transfer of the relevant Deliverable Obligation that is on or before any Delivery Date. In such case, investors should note that the obligations of the Issuer to procure Delivery of the Physical Redemption Assets and make any payment shall cease until such time, such event is cured whereupon deferred delivery shall apply or if "Fallback Cash Redemption" is specified to apply in the applicable Pricing Supplement, fallback cash settlement shall apply. Investors will not be entitled to any payment, whether of interest or otherwise, in the event of such deferred delivery or payment.

Risks associated with Cash Redemption or LA Cash Redemption following a Credit Event or Risk Event, as applicable

If "Cash Redemption" or "LA Cash Redemption", as applicable, applies to the Credit Linked Notes, then following the occurrence of a Credit Event or Risk Event, as applicable, the Calculation Agent will be required to seek quotations in respect of selected obligations of the Reference Entity in accordance with the terms and conditions of the Credit Linked Notes. Investors should be aware that such obligations may

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no longer exist and no qualifying substitute obligations may have been identified, such quotations may not be available, or the level of such quotations may be substantially reduced as a result of illiquidity in the relevant markets or as a result of factors other than the credit risk of the Reference Entity (for example, liquidity constraints affecting market dealers). Moreover, the market value of a Reference Entity's obligations may be highly volatile in the period following a Credit Event or Risk Event, as applicable. Accordingly, any quotations so obtained may be significantly lower than the value of the relevant obligation which would be determined by reference to (for example) the present value of related cash flows or the value that a party could obtain if it controlled the disposition of the obligations. Furthermore, the price of the selected obligations of the Reference Entity may be deemed to be zero in the event that no such quotations are available. Further, valuation of the selected obligations will be determined at a particular determination date and as such the recovery price which would be adopted in any loss amount or incurred loss amount that would be suffered by an investor following the occurrence of a Credit Event or Risk Event, as applicable, will reflect the value of relevant obligations at a given date. As such, the exposure to loss suffered by an investor or any principal write-down may be more than that ultimately realised by a holder of debt obligations of the Reference Entity, whether by means of enforcement of rights following a default or receipt of distributions following an insolvency or otherwise.

Further, where quotations are sought on an asset package, such asset package may contain assets which are hard to value and for which a valuation methodology may not be readily available or suitable, which may reduce the value of quotations or the availability of quotations that may otherwise have been obtained. Accordingly, investors should note that any quotations so obtained may be significantly lower than the value of the relevant obligation (or asset package) which would be determined by reference to (for example) the present value of related cash flows or the value that a party could obtain if it controlled the disposition of the obligations.

Fixed Recovery Redemption or LA Fixed Recovery Redemption may be subject to a fixed recovery price

If "Fixed Recovery Redemption" or "LA Fixed Recovery Redemption" applies to Credit Linked Notes and the Credit Event Redemption Amount of the Credit Linked Notes is calculated by reference to a fixed recovery price of the obligations of a Reference Entity(ies), the occurrence of a Credit Event or a Risk Event, as applicable, may result in the recovery being materially lower than the prevailing price of the relevant obligations of the relevant Reference Entity. Investors should note that redemption could occur with a Fixed Recovery Percentage set at zero per cent. where the Pricing Supplement specifies accordingly.

If the Fixed Recovery Percentage is zero, following the occurrence of a Relevant Event Determination Date or Relevant Risk Event Determination Date, as applicable, the occurrence of the Cash Redemption Date or the Final Cash Redemption Date, the LA Cash Redemption Date or Final LA Cash Redemption Date, as applicable, shall fully and effectively discharge the Issuer's obligation to redeem the relevant Credit Linked Notes in full. Investors should be aware that where the Fixed Recovery Percentage is zero, the loss amount in respect of the Affected Reference Entity will be 100 per cent. and, accordingly, no redemption amounts will be payable or assets deliverable to the Noteholders. Investors accordingly will bear the loss of their principal.

"Cheapest-to-Deliver" risk

Since the Issuer and/or Calculation Agent has discretion to choose the portfolio of obligations to be delivered or valued following a Credit Event or Risk Event, as applicable, in respect of a Reference Entity, it is likely that the portfolio of obligations selected will be obligations of the Reference Entity with the lowest anticipated market value that are permitted to be selected pursuant to the terms of the Credit Linked Notes. This could result in a lower recovery value and hence greater losses for an investor. Obligations of differing maturities, currencies or payment priority (either contractual or under applicable insolvency law), among other characteristics, may diverge considerably in market value. Similar considerations apply where "Auction Redemption" applies given that the representative transaction that is priced in an auction generally allows a choice of deliverable obligations from a final list established by the Credit Derivatives Determinations Committee whereby participating bidders provide two way prices.

Payments of the Credit Linked Notes may be deferred or suspended

Investors should note that in certain circumstances, for example where (i) a Credit Event has occurred and the related credit loss, incurred loss amount or incurred recovery amount (in the case of Index Tranching Credit Linked Notes or Portfolio Tranching Credit Linked Notes) has not been determined as at the relevant Scheduled Maturity Date or the Credit Event Redemption Date may occur after the Scheduled Maturity Date, (ii) where a potential Credit Event or Risk Event, as applicable, is determined to occur as at the scheduled maturity of the Credit Linked Notes (including Potential Failure to Pay if "Grace Period Extension" is specified as being applicable in the applicable Pricing Supplement or Potential Repudiation/Moratorium if "Repudiation/Moratorium" is specified as being applicable in the applicable Pricing Supplement), (iii) where a DC Credit Event Question has been submitted but the relevant Credit Derivatives Determinations Committee has not declared a DC Credit Event Announcement, announced a DC Credit Event Question Dismissal (or Resolved not to determine the matters set out in the CE Resolution Notice, as applicable), declared a DC No Credit Event Announcement or resolved whether or not to convene to resolve any issue or (iv) a Credit Event Notice or Risk Event Notice, as applicable, may be delivered after the Scheduled Maturity Date within an effective delivery period which may result in a Relevant Event Determination Date or a Relevant Risk Event Determination Date, as applicable, occurring. In such circumstances, payment of the redemption amount of the Credit Linked Notes and/or interest on the Credit Linked Notes may be deferred for a material period in whole or part without compensation to an investor. In such circumstances, the Issuer is not obliged to take any action with respect to redemption in relation to the relevant Credit Linked Notes and no additional interest shall be payable to an investor in connection with such tolling or suspension of payments, including any final redemption amount. Once the relevant DC Credit Event Announcement or DC Credit Event Question Dismissal (or, where applicable, a Resolution not to determine the matters set out in the CE Resolution Notice) has occurred, the relevant timing requirements that pertain to settlement that have previously tolled or been suspended shall resume on the Business Day following such public announcement by ISDA or the DC Secretary, as applicable, with the Issuer having the benefit of the full day notwithstanding when the tolling or suspension began.

Payment/Delivery Failure Event – failure to pay

Investors should note that where it is impossible, impracticable or illegal for the Issuer to pay (due to an event beyond the control of the Issuer including, without limitation, a failure by the investor to provide account details of its designee) or for a Noteholder to accept payment of (due to an event beyond the control of such Noteholder), the obligation of the Issuer to pay any amount scheduled to be paid will be postponed until such time that the event no longer exists or is cured but where the event continues to exist on the Payment Failure Cut-Off Date, no such payment will be made by the Issuer and the Issuer's obligations to the investor will be deemed to be fully discharged as of that date. Any postponement or deemed discharge of payment will not constitute an Event of Default hereunder (as defined in General Condition 9 (*Events of Default*)) and will not entitle the relevant investors to any additional interest or other payment as a result thereof.

Determination of Event Determination Dates and Credit Event Redemption Dates post Scheduled Maturity Date

Investors should note that, an Event Determination Date or Risk Event Determination Date, as applicable, which would give rise to a redemption could occur as a result of notices being provided during the prescribed notice delivery period or post dismissal additional period which may occur after the Scheduled Maturity Date or, in some cases 14 calendar days after the date of the DC Credit Event Announcement as a result of requests submitted after the Scheduled Maturity Date by market participants to the Credit Derivatives Determinations Committee for the relevant Credit Derivatives Determinations Committee to be convened to deliberate an issue. The Scheduled Maturity Date of the Credit Linked Note may also be extended where the last relevant Credit Event Redemption Date, Final Physical Redemption Cut-Off Date with respect to physical redemption, the last Payment Failure Cut-Off Date or the RMB Currency Settlement Cut-Off Date occurs after the Scheduled Maturity Date (including any final Partial Cash Redemption Date or final Fallback Cash Redemption Date, as applicable). In each of these circumstances, the scheduled maturity date of the Credit Linked Notes will be extended and investors should note that the final redemption amounts, if any would be payable on a date later than the Scheduled Maturity Date

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and no additional interest shall be payable to an investor in connection with such tolling or suspension of payments, including any final redemption amount.

Adjustments and amendments

Investors should note that the Credit Linked Notes may be subject to amendments without consent of the investors, where an Event Determination Date is deemed either to have occurred on a date that is different from the date that was originally determined to be the Event Determination Date or not to have occurred. Certain DC resolutions may reverse prior DC resolutions or the occurrence of a Relevant Event Determination Date that has resulted in the identification of Successors, Substitute Reference Obligations or the occurrence of an Auction Final Price Determination Date, Physical Redemption Date, Valuation Date or Delivery Date, as applicable and depending on the circumstances, may have the effect of reversing the economic impact for the Credit Linked Notes. Investors should be aware that in these circumstances, the Calculation Agent in its sole and absolute discretion will determine the adjustment payment, if any, that is payable to investors, the date the adjustment payment is payable and no accruals of interest, if any, shall be taken into account when calculating any such adjustment payment and when making such adjustments, no further consent of the Noteholder shall be required.

Further, investors should note that the Calculation Agent may from time to time, without obtaining the consent of the Noteholders, amend provisions of the Credit Linked Conditions in any manner which the Calculation Agent determines (acting in a commercially reasonable manner) is necessary or desirable (i) to incorporate and/or reflect (a) further or alternative documents or protocols from time to time published by ISDA with respect to the documentation or redemption of Credit Linked Notes and/or (b) the operation or application of determinations by the Credit Derivatives Determinations Committees and/or (ii) to account for market practice to be reflected in the terms of the Credit Linked Notes. Any such amendment may affect the value of, and return on, the Credit Linked Notes.

Potential conflicts of interest

The Calculation Agent, the Determination Agent and one or more of their affiliates is a leading dealer in the credit derivatives market. If "Auction Redemption" is applicable under the Credit Linked Notes and an auction is held in respect of a Reference Entity for which a Credit Event has occurred, there is a high probability that the Calculation Agent, the Determination Agent or one of their affiliates would act as a participating bidder in any such auction. In such capacity, it may take certain actions which may influence the final price determined pursuant to the auction, including, without limitation, (i) submitting bids, offers and physical settlement requests (either on its or their own behalf or on behalf of customers) with respect to the relevant deliverable obligations and (ii) providing rates of conversion to determine the applicable currency conversion rates to be used to convert any obligations that are not denominated in the auction currency into such currency for the purposes of the auction. In deciding whether to take any such action, or whether to act as a participating bidder in any auction, the Calculation Agent, the Determination Agent or one or more of their affiliates (as applicable) shall be under no obligation to consider the interests of any investors and the effects of their participation may have a material adverse effect on the value of a Credit Linked Note.

The Issuer, the Dealer, the Calculation Agent, the Determination Agent or one or more of their respective affiliates may also be a voting member on one or more of the Credit Derivatives Determinations Committees responsible for determining the occurrence of Credit Events or Risk Events, as applicable, for the purposes of certain credit derivatives transactions and may take certain actions that may influence the process and outcome of decisions of the Credit Derivatives Determinations Committees. Such entities may also have an inherent conflict of interest in the outcome of any such determinations. The actions taken by such entities may also be adverse to the interests of an investor and may result in an economic benefit accruing to the Issuer, the Dealer, the Calculation Agent, the Determination Agent or one or more of their respective affiliates. In performing any duty under the DC Rules that govern the Credit Derivatives Determinations Committees, the Issuer, the Dealer, the Calculation Agent, the Determination Agent or one or more of their respective affiliates shall have no obligation however to consider the interests of an investor and may ignore any conflict of interests arising in respect of the Credit Linked Notes.

The Issuer, the Dealer and/or the Calculation Agent and/or the Determination Agent and/or their respective affiliates may also have an interest in data sources that publish credit indices and may participate, together with other dealers, in the process or advisory committees by which the index sponsor determines the composition of the Index CDS (as defined below) and makes certain other determinations with respect to the index, including the removal of Reference Entities or reference obligations from the Index CDS or to determine changes in the composition of indices. The Issuer, the Dealer and/or the Calculation Agent and/or the Determination Agent and/or their respective affiliates may also participate and vote in committees affecting the credit default swap industry generally. By virtue of such participation in each of the circumstances described above, the Issuer, the Dealer, the Calculation Agent, the Determination Agent or one or more of their respective affiliates has no obligation to consider the interests of any investor in their actions and decisions and investors should note that the activities of the Issuer, the Dealer and/or the Calculation Agent and/or the Determination Agent and/or their respective affiliates as described herein may present a conflict between the Issuer, the Dealer, the Calculation Agent, the Determination Agent and/or their respective affiliates' obligations and the interests of an investor under the Credit Linked Notes.

The Issuer, the Dealer, the Determination Agent or the Calculation Agent may have dealings and information in relation to Reference Entities

The Issuer, the Dealer, the Determination Agent and/or the Calculation Agent and/or their respective affiliates may, now or in the future, deal in obligations of the Reference Entities, make equity investments in a Reference Entity, engage in business with a Reference Entity, its affiliates and its competitors or any other person or entity having obligations relating to a Reference Entity, including making loans to, or otherwise extend credit to, and generally engage in any kind of commercial or investment banking or other business, including asset management or other advisory services, including merger and acquisition or bankruptcy-related advisory services. The Issuer, the Dealer, the Determination Agent, the Calculation Agent and/or their respective affiliates may also participate in loan restructurings or recapitalisations that may affect the Credit Linked Note and any reference obligations. In such circumstances, the Issuer, the Dealer, the Determination Agent and/or the Calculation Agent and/or their respective affiliates may act with respect to such dealings, business and advisory freely and without accountability to any investor in the same manner as if the Credit Linked Notes did not exist, and any such action might have an adverse effect on any investor (including, without limitation, any action that might give rise to a Credit Event or Risk Event, as applicable).

The Issuer, the Determination Agent and/or the Calculation Agent and/or their respective affiliates may be, whether by virtue of the types of relationships described above or otherwise, at any time, in possession of information in relation to any Reference Entity (or any obligations thereof) which is or may be material in the context of the Credit Linked Notes and which is or may not be known to the general public or Noteholders. The Credit Linked Notes do not create any obligation to disclose to Noteholders any such relationship or information (whether or not confidential), notwithstanding that any such relationship or information may have an adverse impact on the value of, and return on, the Credit Linked Notes.

The Credit Linked Notes do not represent an interest in obligations of Reference Entities

The Credit Linked Notes do not represent or convey any interest in any obligations of Reference Entities or any direct or indirect obligation of any Reference Entity to an investor. The Issuer is not an agent of any investor for any purpose and an investor will not have rights equivalent to those of a holder of debt obligations of a Reference Entity, such as voting rights or rights to receive consent fees or other distributions from a Reference Entity. For example, if a restructuring occurs with respect to a Reference Entity, the investor, unlike a holder of a Reference Entity's obligations, will have no right to challenge or participate in any element of the restructuring. If the Issuer is the owner of one or more obligations of a Reference Entity, it may exercise its voting or control rights or otherwise act in its capacity as holder of such obligations without regard to the interests of an investor, and such actions could adversely affect the Credit Linked Notes held by an investor. Consequently, the investor's purchase of the Credit Linked Notes may be riskier than a direct investment in the obligations of a Reference Entity. The purchase of a Credit Linked Note differs from an offering of new obligations by a Reference Entity in that none of the subscription moneys paid with respect to the Credit Linked Note will go to a Reference Entity. The Issuer in addition does not grant any security interest over any such obligations of the Reference Entity.

RISK FACTORS

Operational risks and notices

The Credit Linked Notes may require that certain notices be given in order to exercise rights, realise value or protect and preserve interests under the Credit Linked Notes, including but not limited to notices to investors by the Issuer of the occurrence of a Credit Event or Risk Event, as applicable, or that describes a succession together with supporting information, the choice of obligations to be delivered or valued, certain potential Credit Events or Risk Events, as applicable and the exercise of the right to utilize parallel auctions in the case of certain restructuring Credit Events and in the case of Physical Redemption, the provision of a Deliverable Obligation Notice by an investor.

Investors should have arrangements for delivering and receiving such notices and monitoring the actions of the relevant Credit Derivatives Determinations Committees, and be prepared to take the necessary or appropriate steps when it receives such notices or learn of such actions where an investor needs to take action pursuant to such notice. Failure to take the relevant steps or actions within the requisite time periods could adversely affect an investor's interests under a Credit Linked Note.

Investors should note that in some cases, determinations of a Credit Derivatives Determinations Committee may substitute for a required notice, modify the effect of a previously delivered notice or alter the period during which a notice may be delivered which may impact on timings of notices provided by the Issuer.

Investors should further note that where any notice is required to be delivered by the Issuer to investors, such notices shall be deemed to have been delivered to investors upon delivery of such notice to the Fiscal Agent by the Issuer. The failure of the Fiscal Agent to deliver any such notice to Noteholders shall not affect however (i) the effectiveness of any notice delivered by the Calculation Agent to the Issuer and/or the Issuer to the Fiscal Agent (ii) the effectiveness of any determinations made by any of them or (iii) the right of the Issuer to redeem (whether in whole or in part) the Credit Linked Notes or to write down any aggregate principal notional of the Credit Linked Notes pursuant to and in accordance with the relevant Credit Linked Conditions.

Where the relevant notice is to be provided by the Issuer, the Calculation Agent or the Fiscal Agent, investors should note that a failure by any of such parties to deliver the relevant notices or any decision by any of them not to deliver a Credit Event Notice or Risk Event Notice to the investor shall not constitute an Event of Default under the relevant Credit Linked Notes.

Interpretation of terms

The terms of the Credit Linked Notes are subject to interpretation and further evolution. In some instances, the views of market participants may differ as to how the terms of specific credit provisions should be interpreted in the context of specific events, entities and obligations in comparison to that of a Credit Derivatives Determinations Committee or Calculation Agent where applicable. Accordingly, the consequences resulting from the interpretation of various terms could vary in the context of the Credit Linked Notes and result in unexpected losses, redemption, write-down, reduction in interest and other economic impact for an investor.

Foreign exchange risks

Investors should note that in certain circumstances, a currency conversion may be required to effect certain determinations, calculations in relation to any payment or delivery obligation with respect to the Credit Linked Notes. Delivery of an underlying obligation denominated in a currency that is different from the settlement currency of the Credit Linked Notes will have effects similar to a currency conversion. Investors should note that with respect to any auction in connection with Auction Redemption, the relevant exchange rates to be applied with respect to the auction, where relevant will be set by the auction administrators prior to any auction final price determination date. In such circumstances, the Credit Linked Notes will have foreign exchange rate risk, which may have an adverse impact on the value of, and return on, the Credit Linked Notes.

Discretionary powers of the Calculation Agent

The determination by the Calculation Agent of any amount or of any state of affairs, circumstance, event or other matter, or the formation of any opinion or the exercise of any discretion required or permitted to be determined, formed or exercised by the Calculation Agent shall (in the absence of manifest error) be final and binding on the Issuer and any Noteholder. In performing its duties pursuant to the Credit Linked Notes and making any determinations expressed to be made by it, the Calculation Agent shall either act in its sole and absolute discretion or act in a commercially reasonable manner, depending on the election specified in the applicable Pricing Supplement. Where the Calculation Agent acts in its sole and absolute discretion, it is under no obligation to act in the interests of any investor, nor will it be liable to account for any profit or other benefit which may accrue to it as a result of such determinations. Any determinations made or actions taken by the Calculation Agent may have an adverse impact on the value of, and return on, the Notes.

Risks relating to Nth-to-Default Basket Credit Linked Notes

The likelihood of a Credit Event occurring with respect to the nth Reference Entity is affected significantly by the default correlation among the Reference Entities. Accordingly, the value of an Nth-to-Default Basket Credit Linked Note at any time will depend significantly on expectations about default correlation at that time, in addition to the valuation factors described above in the risk factor entitled "Volatile prices" related to Credit Linked Notes generally. Moreover, because of the difficulty of predicting the likelihood that a given number of Reference Entities will default, the value of an Nth-to-Default Basket Credit Linked Note is subject to "model risk" – i.e., the risk that the model used by a party will fail to accurately predict the likelihood that the applicable number of Reference Entities default, causing unpredictable outcomes to potentially result in significant losses for an investor. See "Risks relating to Index Untranching Credit Linked Notes, Index Tranching Credit Linked Notes and Portfolio Tranching Credit Linked Notes" below.

Noteholders should carefully review the terms of an Nth-to-Default Basket Credit Linked Note relating to: (i) whether and how substitution of a Reference Entity occurs upon certain events such as the determination of a Successor resulting in repetition of a Reference Entity in the basket of Reference Entities; (ii) how events that result in two or more Successors are addressed; and (iii) the manner and order in which defaulting Reference Entities are counted. These terms, as well as the provisions relating to the designation of a Successor, may affect the correlation among the Reference Entities and the number and timing of defaults that are deemed to have occurred.

Risks relating to Linear Basket Credit Linked Notes and Local Access Basket Credit Linked Notes

With respect to Linear Basket Credit Linked Notes and Local Access Basket Credit Linked Notes, investors should note that they could be exposed to significant losses which may result from changes in the market's perception of the credit quality of the underlying Reference Entities. The market's perception of the credit quality of the underlying Reference Entities may be highly volatile and may change very rapidly following the availability of new information. Investors should refer to the risk factors entitled "Credit risk of the Reference Entity", "Jurisdictional differences and assessment of Reference Entity", "Actions of Reference Entities", "Historical performance may not predict future performance", and "Concentrated credit risk where Reference Entities are concentrated in the same sectors or regions". Investors should carefully review the list of Reference Entities that constitute the Linear Basket Credit Linked Notes or Local Access Basket Credit Linked Notes, as applicable, and evaluate whether such exposure meets its stated objectives and is representative of the market to which exposure is required.

Investors should note that an investment in relation to a bespoke portfolio of Reference Entities may have significantly less liquidity than there is for an investment in an Index Untranching Credit Linked Note which is based on a standardised Index CDS and accordingly there may be no, or a limited, secondary market in such Credit Linked Notes.

RISK FACTORS

Risks relating to Index Untranching Credit Linked Notes, Index Tranching Credit Linked Notes and Portfolio Tranching Credit Linked Notes

Investors could be exposed to significant losses which may result from changes in the market's perception of the credit quality of the underlying Reference Entities within the relevant index. The Reference Entities included in an Index CDS will typically have certain specified characteristics in common, such as type of obligor (e.g., corporate, municipal or sovereign); geographic region (e.g., North America, Europe, Asia or emerging markets); and/or credit rating category (e.g., investment grade or high yield). These characteristics may be relevant to the probability of a Credit Event occurring under the Index Untranching Credit Linked Notes or Index Tranching Credit Linked Notes, as applicable, as Credit Events may be more likely for Reference Entities with certain of these characteristics than for others. The market's perception of the credit quality of the underlying Reference Entities may be highly volatile and may change very rapidly following the availability of new information. The market for Index CDSs has been subject to significant distortions from time to time in the past as a result of the actions of one or a small number of market participants that may take large positions in an Index CDS. These distortions have in the past led, and may in the future lead, to a high degree of volatility, as well as a wide and potentially unsustainable divergence between the market price of Index CDSs and the price that would be expected based on the market price of credit default swaps on the underlying Reference Entities. The Issuer, the Dealer, the Calculation Agent or one or more of their respective affiliates' trading activities may represent a significant portion of the market for particular Index CDS and, the Issuer, the Dealer, the Calculation Agent or one or more of their respective affiliates may be a contributor to such volatility and distortions. Accordingly, investors should note that they could be exposed to the volatility with respect to the Index CDS which could have an impact on the market value of the Index Untranching Credit Linked Notes or Index Tranching Credit Linked Notes, as applicable, over time.

Given that the risks of an Index CDS will vary depending on the characteristics of the underlying Reference Entities, investors should carefully review the list of Reference Entities that constitute the Index CDS referenced in the applicable Pricing Supplement and evaluate whether such exposure meets its stated objectives and is representative of the market to which exposure is required. In addition, investors should understand that the Reference Entities in an index of investment grade Reference Entities may be investment grade rated only at inception of the index or relevant series of the index, and that such Reference Entities may be downgraded thereafter.

Investors should also note that there is no guarantee that there will be a liquid market for any particular Index CDS. An index sponsor may publish a new series of an underlying index from time to time (for example, every six months). Market liquidity is often concentrated in the most recent series and may decline for a given Index CDS when a new series of the index is published.

Investors should note that the index sponsor may calculate the published spread or price for an Index CDS based on a poll of dealers. The Issuer, the Dealer, the Calculation Agent or one or more of their affiliates may be one of the dealers polled by the index sponsor and, if so, the actions of the Issuer, the Dealer, the Calculation Agent or one or more of their respective affiliates in such circumstances could affect the published spread or price. In addition, the Issuer, the Dealer, the Calculation Agent or one or more of their respective affiliates may participate, together with other dealers, in the process or advisory committees by which the index sponsor determines the composition of the Index CDS and makes certain other determinations with respect to the index, including the removal of Reference Entities or reference obligations from the Index CDS. In taking any such actions, the Issuer, the Dealer, the Calculation Agent or one or more of their respective affiliates has no obligation to consider the interests of any investor under the Index Untranching Credit Linked Notes or Index Tranching Credit Linked Notes, as applicable. Investors should therefore be aware that any such action by the Issuer, the Dealer, the Calculation Agent or one or more of their respective affiliates could affect the Index CDS and therefore also adversely affect the market value of the Index Untranching Credit Linked Notes or Index Tranching Credit Linked Notes, as applicable. See also "*Potential conflicts of interest*" above.

Unless stated otherwise in the applicable Pricing Supplement, a Merger Event will not apply to any Index Untranching Credit Linked Notes or Index Tranching Credit Linked Notes and therefore such Credit Linked Notes will not early redeem where a Reference Entity becomes an affiliate of the protection seller or one such entity merges with or makes a substantial asset transfer to the other.

In addition, investors are exposed to losses arising from Credit Events in relation to Index Tranched Credit Linked Notes or Portfolio Tranched Credit Linked Notes only to the extent that aggregate losses exceed the "attachment point" but remain less than the "detachment point" of the tranche. The likelihood that an investor will be exposed to losses is therefore greater for more subordinated tranches (i.e. those with a lower attachment point in relation to portfolio size).

In addition, Index Tranched Credit Linked Notes or Portfolio Tranched Credit Linked Notes, as applicable (other than the most senior tranches) are leveraged instruments because investors may incur losses on an accelerated basis relative to aggregate losses on the portfolio. Investors will not owe any payment for losses unless and until aggregate losses on the portfolio exceed the attachment point, but investors will be exposed to losses equal to the entire notional amount of the Index Tranched Credit Linked Notes or Portfolio Tranched Credit Linked Notes (as applicable) if aggregate losses on the portfolio reach the detachment point. Therefore, the smaller the tranche size relative to the implied notional amount of the entire portfolio, the greater the degree of leverage. For any given portfolio of Reference Entities, the lower the attachment point and the greater the leverage, the greater the risk for the investor where acting as though it were a protection seller. However, this does not mean that the most senior tranches present low risks for protection sellers.

The value of such Index Tranched Credit Linked Notes or Portfolio Tranched Credit Linked Notes, as applicable, will be influenced by the valuation factors described above in the risk factor entitled "*Volatile prices*" described above but in addition, the value of such Credit Linked Note will be influenced by expectations about "default correlation," among other model-dependent factors. Default correlation refers to the likelihood of any given number of Reference Entities experiencing a Credit Event over any given time period. Changes in default correlation affect tranches of different seniority differently. In general, from the perspective of an investor acting as though it were a protection seller, holding all other factors constant: (i) a decrease in default correlation will decrease the value of the most junior tranche (i.e., the tranche with the lowest attachment point), because it will represent an increase in the expected probability of losses on that tranche; (ii) an increase in default correlation will decrease the value of the most senior tranche (i.e., the tranche with the highest attachment point), because it will represent an increase in the expected probability of losses on that tranche; and (iii) any increase or decrease in default correlation may either increase or decrease the value of mezzanine tranches (i.e., tranches between the most junior and most senior tranches), depending on a complex interplay of various factors.

The degree of default correlation among the Reference Entities in a given portfolio may be influenced by numerous factors, including whether the Reference Entities operate in similar industries or geographic regions and whether the Reference Entities have similar levels of leverage (i.e., debt relative to equity). Default correlation tends to increase during economic downturns and decrease during periods of economic growth. Accordingly, although the most senior tranches are generally less risky to a protection seller than the most junior tranches, in certain circumstances (including during an economic downturn), the most senior tranches will tend to lose value from the perspective of the protection seller at a faster rate than the most junior tranches. In circumstances where Reference Entities in a portfolio are widely affected, a protection seller under a senior tranche may incur losses equal to the entire notional amount, in which case the senior tranche will prove to have been no less risky than junior tranches. Default correlation may change significantly, and in some cases abruptly, with changes in market conditions.

Default correlation is difficult to estimate, and different market participants may calculate it in different ways and may change the ways in which they calculate it over time which may be adverse to an investor in an Index Tranched Credit Linked Note or Portfolio Tranched Credit Linked Note, as applicable. Accordingly, the valuation of such Credit Linked Notes is subject to "model risk" (i.e., the risk that a valuation model does not accurately depict the value of a tranche or the relationship between tranche values) which may result in significant losses where certain strategies based on modelled relations between the values of tranches break down.

The terms and conditions of the Index Tranched Credit Linked Notes or Portfolio Tranched Credit Linked Notes, as applicable, may provide for changes in the constituents of the index or portfolio of Reference Entities, as applicable, upon the occurrence of certain events, such as the determination of a Successor. These changes may affect the level of default correlation among the Reference Entities in the portfolio and, therefore, the value of such Credit Linked Notes.

RISK FACTORS

Investors should note that an investment in relation to Portfolio Tranched Credit Linked Note which is based on a bespoke portfolio of Reference Entity may have significantly less liquidity than there is for an investment in an Index Tranched Credit Linked Note which references a standardised Index CDS. Accordingly, the valuation of the Portfolio Tranched Credit Linked Note which is more bespoke may be more complex and introduces greater model risk than the Index Tranched Credit Linked Note.

Index Untranching Credit Linked Notes – adjustments

Investors should further note that in the case of an Index Untranching Credit Linked Note, if a DC Credit Event Announcement occurs in respect of an M(M)R Restructuring with respect to a component Reference Entity of the relevant Index, such Index Untranching Credit Linked Notes will be amended without the consent of the Noteholders to reflect the creation of a "New Single Name Credit Linked Note" having economic terms as closely as possible preserving the economic equivalent of the relevant Credit Linked Notes immediately before the DC Credit Event Announcement which may be redeemed following exercise in accordance with the terms of the Index Untranching Credit Linked Notes. Any such amendment may adversely affect investors.

Risks relating to Local Access Single Name Credit Linked Notes and Local Access Basket Credit Linked Notes

Local access risks

Credit Linked Notes may reference the Reference Investor Assets of either a single Reference Entity, in the case of Local Access Single Name Credit Linked Notes, or two or more Reference Entities, in the case of Local Access Basket Credit Linked Notes, incorporated in or from a local access jurisdiction. An investment in such Credit Linked Notes involves risks associated with such jurisdictions, including potential risks of volatility, governmental intervention and the lack of a developed system of law.

Investors should note that it is a general feature of local access jurisdictions that they may be subject to rapid change and the risks involved may also change relatively quickly. With respect to any local access nation, there is the possibility of nationalisation, expropriation or confiscation, political changes, government regulation, social instability or other developments (including war) which could affect adversely the economies of such nations and/or the foreign exchange rates. Political or economic instability may affect investor confidence, which could in turn have a negative impact on the value of the Reference Investor Assets of the local access Reference Entity or its creditworthiness and on foreign exchange markets.

Conditions in local access countries are associated with higher risks of the occurrence of a Risk Event, which may occur together with circumstances that would restrict the deliverability of any Reference Asset, or which may result in especially adverse pricing and liquidity conditions in which a market value for such Reference Asset is to be determined.

Local access debt typically comprises debt issued by non-highly rated issuers in respect of whom the possibility of default is greater than investment grade issuers. Local access considerations, in addition to and in combination with other conditions affecting the creditworthiness of a Reference Entity (including those resulting in a local access Reference Entity experiencing financial or economic difficulties), may significantly affect (i) the value of, and (ii) any amounts paid on, its Obligation(s) and/or any Reference Obligation(s) and/or any Deliverable Obligation(s) and/or Reference Asset(s) (if any), each or all of which may be reduced to zero.

Local access debt may be difficult to buy and/or sell, particularly during adverse market conditions, and prices may be more volatile. In addition, settlement of trades in emerging or developing countries may be slower and more likely to be subject to failure than in more developed markets. This will affect the ability of the Issuer or the Calculation Agent (as the case may be) to obtain prices for the Obligation(s) of the Reference Entity or any Reference Obligation(s) or any Deliverable Obligation(s) or any Reference Asset(s) (if any).

Risk Events

Local Access Single Name Credit Linked Notes and Local Access Basket Credit Linked Notes may be redeemed pursuant to the occurrence of any Credit Event or an Additional Risk Event (together, the "**Risk Events**") in respect of one or more Reference Entities and, in either case, unless the Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes are fixed recovery, on the value of certain specified assets of any such Reference Entities or where, if any of such events has occurred, on settlement the Issuer's obligation is to deliver certain specified assets. Any such settlement will be reduced to take into account any Unwind Costs and so will depend upon the level of such Unwind Costs.

Additional Risk Events are indicative of defaults or risks specific to certain local access jurisdictions and will apply to Local Access Single Name Credit Linked Notes and Local Access Basket Credit Linked Notes to the extent that such events apply in the applicable Pricing Supplement. Prospective investors should note that not all possible Additional Risk Events are related directly to default or credit risk in respect of a Reference Entity or default in respect of the Reference Investor Assets and such Additional Risk Events may include, without limitation, the occurrence of one or more of the following:

- (a) an Inconvertibility Event – the occurrence after the Additional Risk Event Start Date of any event or condition that has the effect of it being impossible, illegal or impracticable for, or of prohibiting, restricting or materially delaying the ability of, any Reference Investor (i) to convert currency; or (ii) to effect currency transactions on terms as favourable as those available to residents of the Reference Jurisdiction; or (iii) to freely and unconditionally transfer or repatriate any funds from accounts inside the Reference Jurisdiction to accounts outside the Reference Jurisdiction or between accounts inside the Reference Jurisdiction; or (iv) to receive the full value of any cash payment made under the Reference Investor Assets due to the introduction after the Additional Risk Event Start Date by any Governmental Authority of a new currency regime (including the introduction of a dual currency regime) or the imposition of currency exchange limitations;
- (b) an Ownership Restriction Event – the occurrence after the Additional Risk Event Start Date of any event or existence of any condition that has the effect of it being illegal, impossible or impracticable for, or has the effect of prohibiting, restricting or materially delaying the ability of, any Reference Investor to purchase, hold, receive, sell, freely transfer or remain the owner of any Reference Investor Asset or any amount received in respect thereof;
- (c) a Settlement/Custodial Event – (i) the occurrence after the Additional Risk Event Start Date of the bankruptcy of any Custodian or (ii) in respect of the Reference Investor Assets owned by a Reference Investor or any amount received in respect thereof, a Custodian (A) fails to perform in a timely manner any or all of its obligations owed under any Reference Custodial/Settlement Arrangement, or (B) fails to take any action when instructed to do so by a Reference Investor, or (C) takes any action which is contrary to the terms of any Reference Custodial/Settlement Arrangement; in each case that affects or may affect, in the determination of the Calculation Agent, the hedging arrangements of the Issuer and/or any of its Affiliates in respect of the Issuer's obligations with respect to the Local Access Single Name Credit Linked Note(s) or Local Access Basket Credit Linked Note(s);
- (d) a Reference Assets Liquidation Value Trigger Event – in respect of Local Access Basket Credit Linked Notes only, the delivery after the Additional Risk Event Start Date of a notification from the Calculation Agent (acting in its sole and absolute discretion) to the Issuer that it has determined that the weighted average of the Reference Assets Liquidation Value of the Reference Assets of each Reference Entity then comprising the Reference Registry is equal to or less than the Reference Assets Trigger Level of the aggregate Settlement Currency Principal Amount of all Reference Assets;
- (e) a Non-Viability Trigger Event – the occurrence after the Additional Risk Event Start Date of such event as defined under and occurring pursuant to the terms of the Reference Assets Conditions relating to the relevant Reference Asset (including (i) any relevant authority having decided that without a conversion or write-off with respect to the Reference Entity, the Reference Entity would become non-viable; (ii) any relevant authority having decided that a public sector injection of capital or equivalent support is necessary with respect to the Reference

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Entity, without which the Reference Entity would become non-viable; (iii) any relevant capital adequacy ratio with respect to the Reference Entity falling below the relevant percentage and/or threshold prescribed in the Reference Assets Conditions and/or (iv) any other events (however described) which are similar in nature to the events described in (i) to (iii)), provided that the Calculation Agent may determine any such event under and occurring pursuant to the terms of the Reference Assets Conditions relating to such Reference Assets and/or the Reference Entity constitutes a Non-Viability Trigger Event;

- (f) a Market Value Trigger Event – the delivery after the Additional Risk Event Start Date of a notification from the Calculation Agent (acting in its sole and absolute discretion) to the Issuer that it has determined that on any Business Day the Fair Market Value of the Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes, as applicable, is equal to, or less than, the Market Value Trigger Level of the Outstanding Aggregate Nominal Amount of such Credit Linked Notes on such date;
- (g) a Reference Assets Restructuring Event – the cancellation, reduction, suspension or deferral (in whole or in part) after the Additional Risk Event Start Date of any interest, dividend or any other form of distribution in respect of the Reference Assets underlying the Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes, as applicable, on the due date for payment thereof (whether under the Reference Assets Conditions or otherwise) or, in respect of such Reference Assets, a reduction in its rate of interest, dividend or distribution from the rate of interest, dividend or distribution applicable to such Reference Assets on the Issue Date, in each case for any reason whatsoever; and
- (h) any other Additional Risk Event specified as such in the applicable Pricing Supplement.

The loss incurred by an investor may be unrelated to or disproportionate in comparison with the Additional Risk Event itself. Moreover, the Calculation Agent may designate an Additional Risk Event, which could cause such losses to be incurred by an investor, if the Additional Risk Event occurs at any time during the term of the Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes, whether or not the Additional Risk Event is ongoing or effective or has been remedied or cured at the time such designation has been made.

Exposure to Reference Asset

In respect of Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes for which Reference Assets Only Settlement is specified as applicable in the applicable Pricing Supplement, following a Risk Event, the Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes will be redeemed by valuation or delivery (as applicable) of the Reference Asset in respect of a Reference Entity (rather than obligations of the relevant Reference Entity generally). It follows therefore that returns on such Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes may be adversely affected by circumstances affecting the Reference Asset even where other obligations of the Reference Entity are not affected. The creditworthiness or market value of the relevant Reference Asset may be less favourable than other obligations of the relevant Reference Entity due to liquidity, marketability, circumstances of origination, legal or validity risks, local access risks described below, or one or more other characteristics. Investors in the Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes should understand that their recovery in relation to the relevant Reference Asset may be substantially less than for more generally representative obligations of the relevant Reference Entity.

Currency Risks

Local Access Single Name Credit Linked Notes and Local Access Basket Credit Linked Notes may be payable in a currency different from the currency in which a Reference Asset is payable, and may have economic features equivalent to a currency derivative in which the cash flows on such Reference Asset are exchanged for the specified cash flows payable on the Notes.

Investors may therefore be exposed to fluctuations in the relevant exchange rate where ongoing calculations under the Notes include a currency exchange rate or due to Unwind Costs which may be deducted on certain redemptions of the Notes (for example following a Risk Event) and which may

include one or more components linked to the currency of the Notes and/or a Reference Asset and/or the costs of termination or replacement of any such embedded currency derivative and may be substantially affected by changes in the relative value of such currencies.

Exchange rates can be volatile and unpredictable. Investors should be aware of the possibility of significant changes in rates of exchange between the currency of the Notes and the currency of a Reference Asset. The value of the Notes on any date may be substantially less than would otherwise be the case if a currency exchange rate is included in ongoing calculations under the Notes and the currency in which a Reference Asset is payable depreciates in value relative to the currency in which the Notes are payable or, if the Notes reflect an embedded currency derivative and the currency in which a Reference Asset is payable appreciates in value relative to the currency in which the Notes are payable (due to the potential deduction of Unwind Costs, which may be substantial, if the Notes are redeemed).

Prospective investors should in particular be aware that, due to exchange rate fluctuations as well as the other risks set out herein and depending upon the terms of the Notes:

- (a) the market price of the Notes may be very volatile;
- (b) payment of principal or interest may occur at a different time or in a different currency than expected;
- (c) they may lose all or a substantial portion of their principal and/or interest payments;
- (d) the relevant currencies may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices; and
- (e) the timing of changes in a relevant currency may affect the actual yield to investors, even if the average level is consistent with their expectations.

In general, the earlier the change in the relevant currency, the greater the effect on yield will be.

Adjustment following a Regulatory Change Event

Where the Calculation Agent determines that a Regulatory Change Event has occurred or exists then any payment or delivery to an investor shall be reduced by an amount equal in value to the allocable proportion of the Regulatory Change Cost, as determined by the Calculation Agent in its sole discretion. Investors may therefore receive back less than their initial investment or, in the case of redemption following the occurrence of a Relevant Risk Event, losses may be greater than if the investor were to hold obligations of the Reference Entity directly.

Adjustment in respect of an Interest Tax Deduction Amount or Principal Tax Deduction Amount

If "Tax Deduction Event – Principal" and "Tax Deduction Event – Interest" are specified as applicable in the applicable Pricing Supplement and the Calculation Agent determines that there would be an Interest Tax Deduction Amount and/or a Principal Tax Deduction Amount in respect of amounts that would be received by a Reference Investor in respect of the Reference Investor Assets, then any relevant payment of interest or principal (as applicable) or amount of LA Settlement Assets to be delivered to Noteholders shall be reduced by an amount (in aggregate as applicable) equal in value to the allocable proportion of the Interest Tax Deduction Amount or Principal Tax Deduction Amount, as applicable, as determined by the Calculation Agent. Investors may therefore receive less than their initial investment or, in the case of redemption following a Risk Event, losses may be greater than if the investor were to hold obligations of the Reference Entity directly.

Mandatory early redemption of Notes

If "Mandatory Early Redemption Provisions" are specified as applicable in the applicable Pricing Supplement relating to an issue of Notes, then such Pricing Supplement will specify what constitutes a "Mandatory Early Redemption Event" and, following the occurrence of a Mandatory Early Redemption Event, the Notes will be redeemed on the relevant Mandatory Early Redemption Date and the relevant Mandatory Early Redemption Amount specified in the applicable Pricing Supplement will become

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payable and no further amount shall be payable in respect of such Notes. In this case, investors are subject to a reinvestment risk, as they may not be able to replace their investment in such Notes with an investment that has a similar profile of potential returns and risks as the relevant Notes.

If any Notes are redeemed early in accordance with the above, the amount received by the relevant holders will be limited to the Mandatory Early Redemption Amount irrespective of the price of the relevant Underlying(s) or any other reference factor(s) applicable to such Underlying(s). Furthermore, investors will not benefit from any movement in the price of relevant Underlying(s) that may occur during the period between the relevant date of early redemption and the maturity date.

Realisation Disruption

If "Realisation Disruption" is specified as applicable in the applicable Pricing Supplement and a Realisation Disruption Event occurs (being, in summary, either (i) an event which imposes restrictions or taxes, charges or deductions in respect of the Notes and/or on hedging arrangements in respect of the Notes which would materially restrict, or materially increase the cost of, the Issuer's obligations under the Notes or materially restrict, or materially increase the cost of, any Hedging Party's obligations under any such hedging arrangements or (ii) the occurrence or existence of any event which either materially restricts the exchange, delivery or transfer of the currency of payment of the Notes or of any hedging arrangements in respect of the Notes or restricts the determination of any exchange rate in relation to any such currency), then either (a) the terms of the Notes (including any payment or delivery obligations) may be adjusted in order to reflect the economic effect of the particular Realisation Disruption Event or (b) the Issuer may redeem the Notes.

Investors should note that any such adjustments by the Calculation Agent may include (but are not limited to): (i) payments under the Notes being made in a different currency to the previously specified payment currency of the Notes; (ii) deduction of applicable taxes, charges or deductions from payments due in respect of the Notes resulting in reduced amounts paid in respect of the Notes or delivery of any Entitlement being subject to payment by the relevant Noteholder of an amount equal to a pro rata portion of any such tax, charge or deduction; (iii) delay of payments or deliveries in respect of the Notes until the relevant restrictions are lifted; (iv) determination of relevant exchange rates by the Calculation Agent taking into consideration all available information that it deems relevant, which may result in a different rate to that which would have applied had the Realisation Disruption Event not occurred and (v) (where legally permissible) in lieu of paying any cash amounts in respect of the Notes, procuring the physical delivery of any Underlying(s) (or vice versa). All the above could produce a materially different redemption to that originally anticipated in respect of the Notes.

If the Notes are redeemed early pursuant to (b) above, the Issuer will pay to each Noteholder in respect of each Calculation Amount held by such holder an amount equal to the fair market value of such Calculation Amount less the cost to the Issuer and/or its affiliates of unwinding any underlying related hedging arrangements, as determined by the Calculation Agent or such other amount as is specified in the applicable Pricing Supplement. There is no guarantee that the amount repaid to investors will be equal to or higher than the investor's initial investment in the relevant Notes and such amount may be substantially less than the investor's initial investment.

Certain considerations regarding hedging

Prospective purchasers intending to purchase Notes to hedge against the market risk associated with investing in the particular Underlying(s) should recognise the complexities of utilising Notes in this manner. For example, the value of the relevant Notes may not exactly correlate with the value of the relevant Underlying(s). Due to fluctuating supply and demand for Notes, there is no assurance that their value will correlate with movements of the Underlying(s). For these reasons, among others, it may not be possible to purchase or liquidate securities in a portfolio at the prices used to calculate the value of any relevant index, share or basket.

Adjustment Events and Early Termination Events for Notes other than Underlying Linked Notes

Where specified in the applicable Pricing Supplement in respect of Notes other than Underlying Linked Notes, if the Calculation Agent determines that an Adjustment Event occurs (being (a) the occurrence at any time of a change in law affecting any underlying hedging position in relation to the Notes or

materially increasing the Issuer's costs in relation to performing its obligations in respect of the Notes or (b) a disruption in the hedging arrangements relating to the Notes or (c) an increased cost in relation to the hedging arrangements relating to the Notes (an **Increased Cost of Hedging**), then the Calculation Agent shall make such adjustment(s) to the terms of the Notes as the Calculation Agent determines necessary to account for the effect of such Adjustment Event. Any such adjustment may include, in the case of an Increased Cost of Hedging, adjustments to pass on to Noteholders any such Increased Cost of Hedging (including, but not limited to, reducing any amounts payable or deliverable in respect of the Notes to reflect any such increased costs). Any such adjustments may have an adverse effect on the value of such Notes and, if the Calculation Agent determines that no adjustment can reasonably so be made, such Adjustment Event shall be an Early Redemption Event.

If an Early Redemption Event occurs (being circumstances in which the Calculation Agent determines that no adjustment or substitution can reasonably be made following an Adjustment Event), the Notes may be redeemed as more fully set out in the terms and conditions of the Notes. If the Notes are redeemed early, the Issuer will pay to each Noteholder in respect of each Calculation Amount held by such holder an amount equal to the fair market value of such Calculation Amount less the cost to the Issuer and/or its affiliates of unwinding any underlying and/or related hedging and funding arrangements, as determined by the Calculation Agent or such other amount as is specified in the applicable Pricing Supplement. The amount repaid to you could be substantially less than your initial investment and you could therefore sustain a loss.

Partly-paid Notes

The relevant Issuer may issue Notes, except for within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S or in regulations adopted under the CEA), where the issue price is payable in more than one instalment. Failure to pay any subsequent instalment of the issue price in respect of such Notes could result in an investor losing all of his investment.

Notes with a multiplier or other leverage factor can be volatile investments and Noteholders may not receive returns that directly correlate to the performance of the relevant Underlying(s)

Notes with variable interest rates and/or redemption amounts can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features, their market values may be even more volatile than those for securities that do not include those features.

Furthermore, the amounts payable under such Notes may not directly correlate to the rise and/or fall in price or level of an Underlying. For example, Notes may provide that any positive performance of any Underlying is subject to:

- (a) a percentage participation factor that is less than 100 per cent. of a price or level of such Underlying;
- (b) a cap or maximum amount; and/or
- (c) a negative spread or percentage deduction to a relevant price, level or value of such Underlying,

which, in each case, would mean that the positive performance (if any) of such Underlying is not fully accounted for in any relevant payment(s) made under the Notes.

Fixed Rate Notes

Investment in Fixed Rate Notes involves the risk that if market interest rates subsequently increase above the rate paid on the Fixed Rate Notes, this will adversely affect the value of the Fixed Rate Notes.

Fixed/Floating Rate Notes

Fixed/Floating Rate Notes bear interest at a rate that converts from a fixed rate to a floating rate or from a floating rate to a fixed rate. Such a feature to convert the interest basis, and any conversion of the interest basis, may affect the secondary market in, and the market value of, such Notes as the change of

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interest basis may result in a lower interest return for Noteholders. Where the Notes convert from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. Where the Notes convert from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on those Notes and could affect the market value of an investment in the relevant Notes.

Notes with a variable rate of interest

If the Notes are New York Law Notes and the principal amount of the Notes as of the issue date of the relevant tranche is less than U.S.\$2,500,000 (or equivalent), in addition to any maximum interest rate that may be applicable to any note which has a variable rate of interest, the interest rate on such note will in no event be higher than the maximum rate permitted by applicable law. As of the date of this Offering Circular, the maximum rate of interest under provisions of the New York penal law, with a few exceptions, is 25 per cent. per annum on a simple interest basis.

Leveraging Risk

Borrowing to fund the purchase of the Notes (leveraging) can have a significant negative impact on the value of and return on the investment. Investors considering leveraging the Notes should obtain further detailed information as to the applicable risks from the leverage provider.

Illegality in relation to Notes

If the Issuer determines that the performance of its obligations under an issue of Notes or where the Issuer is CGMHI, the CGMHI Guarantor determines that the performance of its obligations under the CGMHI Deed of Guarantee in respect of such Notes or, where the Issuer is CGMFL, the CGMFL Guarantor determines that the performance of its obligations under the CGMFL Deed of Guarantee in respect of such Notes or that any arrangements made to hedge the Issuer's and/or where the Issuer is CGMHI, the CGMHI Guarantor's and/or, where the Issuer is CGMFL, the CGMFL Guarantor's obligations under such Notes and/or, where the Issuer is CGMHI, the CGMHI Deed of Guarantee and/or where the Issuer is CGMFL, the CGMFL Deed of Guarantee, as the case may be, has become illegal in whole or in part for any reason, the Issuer may redeem the Notes early and, if and to the extent permitted by applicable law, will pay to each Noteholder (i) in respect of Underlying Linked Notes in respect of each Calculation Amount held by such holder, an amount equal to the fair market value of each such Calculation Amount notwithstanding such illegality less the cost to the Issuer and/or its affiliates of unwinding any underlying related hedging arrangements or such other amount as is specified in the applicable Pricing Supplement and (ii) in respect of Notes other than Underlying Linked Notes, an amount calculated pursuant to the relevant Condition or as specified in the applicable Pricing Supplement. There is no guarantee that the amount repaid to investors will be equal to or higher than the investor's initial investment in the relevant Notes and such amount may be substantially less than the investor's initial investment.

The United States tax treatment of certain notes is unclear

For U.S. federal tax purposes, the proper treatment and characterisation of Notes that are not treated as debt instruments (generally, Notes that do not provide for the return at maturity of a holder's investment) are unclear. As a result, the timing and character of income on such a Note are uncertain, and for a non-U.S. investor holding such a Note issued by a U.S. Issuer (as defined below under "*Taxation—United States Federal Tax Considerations*"), there is a risk that payments on such a Note, in particular payments that are made (or fixed) prior to maturity, may be subject to U.S. withholding tax. If withholding tax applies to a payment on such a Note, the Issuer will generally not be required to pay additional amounts in respect of amounts withheld, except as described in Condition 7 (*Taxation*) of the General Conditions. An investor may therefore receive a substantially reduced return on the Notes as compared to the return the investor would receive in the absence of such withholding.

In the case of Notes issued by a U.S. Issuer and treated by the U.S. Issuer as debt instruments, there is a risk of recharacterisation if the Note (such as a Reference Asset Linked Note or a Credit Linked Note) does not provide for the return of a holder's investment under all circumstances, in which case payments may be subject to U.S. withholding tax.

The U.S. Treasury Department and the Internal Revenue Service (**IRS**) have requested comments on various issues regarding the U.S. federal income tax treatment of "prepaid forward contracts" and similar financial instruments and have indicated that such transactions may be the subject of future regulations or other guidance. In addition, members of Congress have proposed legislative changes to the tax treatment of derivative contracts. Any legislation, Treasury regulations or other guidance promulgated after consideration of these issues could materially and adversely affect the tax consequences of an investment in the Notes, possibly with retroactive effect.

Possible Taxable Event for U.S. Federal Income Tax Purposes

Certain modifications to the terms of the Notes could be treated as "significant modifications" of the Notes for U.S. federal income tax purposes, in which case the Notes would be treated, in whole or part, as retired and reissued. Significant modifications could include (but are not limited to) a designation by the Issuer of a Substitute for itself and the designation of a substitute or successor rate.

In the event of a significant modification, a U.S. Holder (as defined below under "*Taxation—United States Federal Tax Considerations*") would generally be required to recognise gain or loss (subject to possible treatment as a recapitalisation or, in the case of loss, to the possible application of the wash sale rules) with respect to the Notes. Moreover, the treatment of the Notes after such an event could differ from their prior treatment. A changed treatment of the Notes could have possible withholding tax consequences to Non-U.S. Holders (as defined below under "*Taxation—United States Federal Tax Considerations*"). The after-tax return on the Notes after a significant modification may be less, and significantly so, than the return prior to such modification. Prospective purchasers should consult their tax advisors regarding the risk of such an event.

Possible U.S. Federal Withholding Tax under Section 871(m)

Section 871(m) of the United States Internal Revenue Code of 1986, as amended (the **Code**), and Treasury regulations promulgated thereunder impose a 30 per cent. (or lower treaty rate) withholding tax on certain "dividend equivalents" paid or deemed paid to Non-U.S. Holders with respect to certain financial instruments linked to U.S. equities or indices that include U.S. equities. This withholding regime generally applies to Notes that substantially replicate the economic performance of one or more underlying U.S. equities, as determined based on one of two tests set forth in the regulations. However, based on an IRS notice, Notes issued prior to 2025 will generally be subject to withholding tax only if they have a "delta" of one with respect to the relevant underlying U.S. equity. The regulations provide certain other exceptions to this withholding regime, in particular for instruments linked to certain broad-based indices that meet requirements set forth in the regulations as well as instruments linked to securities that track such indices. The Issuer will not be required to pay any additional amounts in respect of amounts withheld under Section 871(m).

Prospective purchasers of the Notes should consult their tax advisors regarding the potential application of Section 871(m) to a particular Note.

Prospective purchasers of the Notes should be aware that if a Section 871(m) Event (as defined under "*General Conditions of the Notes*") occurs, an Early Redemption Event may occur, in which case the relevant Notes may be redeemed as more fully set out in the terms and conditions of such Notes.

Reportable Transactions

In 2015, the U.S. Treasury Department and the IRS released notices designating certain "basket options", "basket contracts" and substantially similar transactions as reportable transactions. The terms "basket option" and "basket contract" refer to certain contracts in which a taxpayer receives a return based on the performance of a notional basket of referenced assets, provided that the taxpayer or its "designee" has, and exercises, discretion to change the assets or an algorithm underlying the contract. If the Issuer, an index sponsor or calculation agent or other person were to exercise discretion under the terms of a Note or an index underlying a Note and were treated as a holder's "designee" for these purposes, unless an exception applied certain holders of the relevant Notes would be required to report certain information to the IRS, as set forth in the applicable Treasury regulations, or be subject to penalties. The Issuer might also be required to report information regarding the transaction to the IRS.

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Prospective purchasers of the Notes are urged to consult their tax advisors regarding the U.S. federal tax consequences of an investment in the Notes.

Meetings of Noteholders and Modifications

Notes other than French Law Notes

The Terms and Conditions of the Notes contain provisions for calling meetings of Noteholders to consider and vote upon matters which may have a general or specific effect upon their interests. These provisions permit defined majorities to bind all Noteholders, including those Noteholders who did not attend and vote at the relevant meeting, and Noteholders who voted in a manner contrary to the majority.

The Terms and Conditions of the Notes also provide that the Issuer and, where the Issuer is CGMHI, the CGMHI Guarantor or, where the Issuer is CGMFL, the CGMFL Guarantor may make, without the consent of the Noteholders, (i) any modification to the Notes, the Fiscal Agency Agreement, Swedish Agency Agreement, the Finnish Securities Issuing and Paying Agency Agreement, the relevant Deed of Covenant, the CGMHI Deed of Guarantee and/or the CGMFL Deed of Guarantee which, in the opinion of the Issuer, is not materially prejudicial to the interests of the Noteholders or (ii) any modification to the Notes, the Fiscal Agency Agreement, Swedish Agency Agreement, the Finnish Securities Issuing and Paying Agency Agreement, the Deeds of Covenant, the CGMHI Deed of Guarantee and/or the CGMFL Deed of Guarantee which is of a formal, minor or technical nature or is made to correct a manifest error or proven error or to comply with mandatory provisions of the law.

In determining what is "materially prejudicial", the Issuer shall not consider the individual circumstances of any Noteholder or the tax or other consequences of such modification in any jurisdiction. Any such amendment may have an adverse effect on the value of the Notes or, without limitation, a Noteholder's tax, regulatory or accounting treatment of such Notes.

French Law Notes

In the case of French Law Notes, the Terms and Conditions of the Notes can only be amended if there is a meeting of the Noteholders in accordance with French law. The positive vote of two-thirds or more of Noteholders will bind the remaining Noteholders in accordance with Article L. 228-65-II of the French *Code de commerce*.

In respect of French Law Notes which have a Specified Denomination of at least EUR100,000 or which can be traded in amounts of at least EUR100,000 (or its equivalent in the relevant currency as of the Issue Date), the Issuer may amend the Conditions of the Notes without the consent of the Noteholders to correct a manifest error.

Substitution of CGMFL and/or the CGMFL Guarantor

In relation to Notes issued by CGMFL where "Substitution provisions" are specified as applicable in the applicable Pricing Supplement, CGMFL or the CGMFL Guarantor may, at any time, without the consent of the holders, but subject to certain conditions, substitute for itself another company.

Depending on whether "Additional Requirements" are specified as being applicable in the applicable Pricing Supplement, amongst other conditions, the substitute company, on the date of such substitution, must either (i) be, in the opinion of CGMFL or the CGMFL Guarantor, as the case may be, of at least equivalent standing and creditworthiness to it, or (ii) unless CGMFL or the CGMFL Guarantor unconditionally guarantees the fulfilment of the obligations of the substitute company, demonstrate a long term credit rating from at least one internationally recognised credit rating agency active in the international capital markets (including but not limited to Standard & Poor's, Moody's Investors Service and Fitch Ratings) which is at least as high as CGMFL or the CGMFL Guarantor (as the case may be) being substituted.

Any such substitution could have a material adverse impact on the rights of Securityholders, the value of and return on the Notes issued by CGMFL and/or performance under the CGMFL Deed of Guarantee.

See further Condition 15 (*Substitution of the Issuer, the CGMHI Guarantor and the CGMFL Guarantor*) of the General Conditions.

Determinations

The terms of the Notes confer on the Issuer, the Calculation Agent and certain other persons some discretion in making determinations and calculations in relation to, *inter alia*, Underlying(s) and the occurrence of various events. The Issuer, the Calculation Agent or such other persons will act in good faith and in its sole and absolute discretion or in good faith and in a commercially reasonable manner (as specified in the applicable Pricing Supplement), but there can be no assurance that the exercise of any such discretion will not affect the value of the Notes or the occurrence of an early repayment.

Change of law

The Conditions of the Notes are based on relevant laws in effect as at the date of this Offering Circular. No assurance can be given as to the impact of any possible judicial decision or change to such laws or administrative practices after the date of this Offering Circular.

Notes subject to optional redemption by the Issuer

An optional redemption feature of Notes is likely to limit their market value. During any period when the Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

Investors should note, *inter alia*, the circumstances, in Condition 5 (*Redemption and Purchase*) of the General Conditions of the Notes when the Issuer is entitled to redeem the relevant Notes and any related provisions set out in the applicable Pricing Supplement.

Notes which are issued at a substantial discount or premium may experience price volatility in response to changes in market interest rates

The market value of any Notes issued at a substantial discount (such as Zero Coupon Notes) or premium to their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for more conventional interest-bearing notes. Generally, the longer the remaining term of such Notes, the greater the price volatility as compared to more conventional interest-bearing notes with comparable maturities.

Risks relating to Notes that are Physical Delivery Notes

The risk factors set out below do not apply to Reference Asset Linked Notes where LA Physical Settlement is specified as applicable in the applicable Pricing Supplement – for such risks, refer to "*Risks relating to physical settlement of Reference Asset Linked Notes*" above.

Settlement disruption event and failure to deliver

In the case of Physical Delivery Notes, if a Settlement Disruption Event occurs or exists on any date specified for the delivery of the relevant Entitlement, redemption will be postponed until the next Settlement Business Day in respect of which there is no Settlement Disruption Event. The Issuer (where Settlement via Intermediary is not specified as applicable in the applicable Pricing Supplement) or the relevant Intermediary (where Settlement via Intermediary is specified as applicable in the applicable Pricing Supplement) in these circumstances may select to deliver the relevant Entitlement using such other commercially reasonable manner as it may select or it may pay the Disruption Cash Redemption Amount in lieu of delivering the Entitlement.

Supplement) may convert such amount of the Relevant Asset(s) into cash sufficient to cover the Expenses in respect of the relevant Note from which the relevant Intermediary shall deduct such Expenses.

Variation of Settlement

In respect of Physical Delivery Notes, the Issuer (where Settlement via Intermediary is not specified as applicable in the applicable Pricing Supplement) or the relevant Intermediary (where Settlement via Intermediary is specified as applicable in the applicable Pricing Supplement) has (where Variation of Settlement is specified as applicable in the applicable Pricing Supplement) an option, to vary settlement in respect of such Notes and, in lieu of delivering or procuring delivery of the relevant Entitlement, to pay an amount determined to be equal to the fair market value of the Entitlement on the Maturity Date.

In such circumstances, a Noteholder will not receive any Relevant Assets as the Notes will only be cash settled and the redemption amount received by a Noteholder may be significantly less than such Noteholder's initial investment in the Notes. Furthermore, a Noteholder would not benefit from any increase in the price of the Relevant Assets that would have otherwise been deliverable if the Notes had been settled by physical delivery after the date of determination of such fair market value.

Risks relating to Notes that are Dual Currency Notes

If the Notes are Dual Currency Notes, then amounts payable in respect of the Notes will be determined by converting all amounts due under the Notes from the Denomination Currency into the Relevant Currency by multiplying such amount by the Dual Currency Exchange Rate for the last occurring valuation date. In such circumstances, amounts that Noteholders receive in respect of the Notes are also linked to the performance of the Underlying, which is the exchange rate used for such conversions. Investors should therefore also have regard to the risk factors relating to Notes linked to a currency exchange rate as set out above.

Risks in investing in the form of certificateless depositary interests in CREST

Investors may also hold indirect interests in Notes through Euroclear UK & Ireland Limited (formerly known as CRESTCo Limited) (**CREST**) through the issuance of dematerialised depositary interests (**CDIs**) issued, held, settled and transferred through CREST. CDIs are independent securities constituted under English law and transferred through CREST and will be issued by CREST Depository Limited (the **CREST Depository**) pursuant to the global deed poll dated 25 June 2001 (as subsequently modified, supplemented and/or restated) (the **CREST Deed Poll**).

The rights of CDI Holders to Notes are represented by the relevant entitlements against the CREST Depository which (through the CREST Nominee (as defined herein)) holds interests in such Notes. Accordingly, rights under Notes underlying CDIs cannot be enforced by CDI Holders except indirectly through the intermediary depositaries and custodians. The enforcement of rights under such Notes will be subject to the local law of the relevant intermediaries. This could result in an elimination or reduction in the payments that otherwise would have been made in respect of such Notes in the event of any insolvency or liquidation of any of the relevant intermediaries, in particular where Notes held in clearing systems are not held in special purpose accounts and are fungible with other securities held in the same accounts on behalf of other customers of the relevant intermediaries.

The rights of the CDI Holders will be governed by the arrangements between CREST, Euroclear, Clearstream, Luxembourg and the Issuer, including the CREST Deed Poll. Potential investors should note that the provisions of the CREST Deed Poll, the CREST Manual and the CREST Rules contain indemnities, warranties, representations and undertakings to be given by CDI Holders and limitations on the liability of the CREST Depository. CDI Holders are bound by such provisions and may incur liabilities pursuant to or resulting from a breach of any such indemnities, warranties, representations and undertakings in excess of the amounts originally invested by them. As a result, the rights of and returns received by CDI Holders may differ from those of holders of Notes which are not represented by CDIs.

In addition, CDI Holders may be required to pay fees, charges, costs and expenses to the CREST Depository in connection with the use of the CREST International Settlement Links Service. These will include the fees and expenses charged by the CREST Depository in respect of the provision of services by it under the CREST Deed Poll and any taxes, duties, charges, costs or expenses which may be or

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become payable in connection with the holding of Notes through the CREST International Settlement Links Service.

Potential investors should note that none of Citigroup Inc., CBNA, CGMHI, the CGMHI Guarantor, CGMFL, the CGMFL Guarantor any Dealer, any distributor, any Paying Agent, the Registrar and any Transfer Agent will have any responsibility for the performance by any intermediaries or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations.

Green Bonds, Social Bonds and Social Finance Bonds

Investors should refer to the "*General Information relating to the Issue of Notes under this Offering Circular*" section of this Offering Circular for information relating to Green Bonds, Social Bonds and Social Finance Bonds and any relevant frameworks.

Whilst it is the intention of the Group to apply an amount equivalent to the net proceeds of any Green Bonds, Social Bonds or Social Finance Bonds in, or substantially in, the manner described in this Offering Circular and/or the applicable Pricing Supplement, any relevant investment may not provide the results or outcome originally expected or anticipated by the Issuer or meet the goals of the relevant frameworks and/or it may not be possible for the Issuer or any of its affiliates to invest an amount equal to such net proceeds in accordance with any particular timing schedule relevant to an investor or the Notes. In addition, a relevant framework may be amended by the Group from time to time in a manner which may affect the value of relevant Green Bonds, Social Bonds or Social Finance Bonds, as applicable.

There is currently no clear definition (legal, regulatory or otherwise) of, or market consensus as to what constitutes, a "green", "social", "inclusive", "sustainable" or any equivalently-labelled project or asset or as to what precise attributes are required for a particular project or asset to be defined as "green", "social", "inclusive", "sustainable" or any such other equivalent label. A clear definition or consensus may not develop or if market consensus is developed, such consensus may be different from the relevant framework or may significantly change over time which may affect the value of any Green Bonds, Social Bonds or Social Finance Bonds. Consequently, investments in businesses or projects described in the relevant framework agreements and any related opinions and/or reports may not meet investor expectations, taxonomies or standards or other investment criteria or guidelines regarding such "green", "social", "inclusive", "sustainable" or other equivalently-labelled performance objectives or any binding or non-binding legal or other standards regarding any direct or indirect environmental impact (including any present or future applicable law or regulations or by-laws or other governing rules, policies or investment mandates applicable to investors) and there can be no assurance that adverse social, environmental and/or other impacts will not occur from such businesses or projects. Investors should have regard to any descriptions of the relevant projects and eligibility criteria in any applicable framework agreement and the applicable Pricing Supplement and determine for themselves the relevance of such information and such opinions and/or reports and whether all their applicable standards will be met.

Any opinion, certification or report of any third party (whether or not solicited by the Group) that may be made available in connection with Green Bonds, Social Bonds or Social Finance Bonds (including with respect to whether any businesses or projects fulfil any green, social, inclusive, sustainability and/or other criteria) may be withdrawn, subject to amendment or may not be maintained. In addition, the provider of any such opinion, certification or report may not be subject to any specific oversight or regulatory regime. Green Bonds, Social Bonds or Social Finance Bonds may also be listed or admitted to trading on a dedicated "green", "environmental", "social", "inclusive", "sustainable" or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), but investors should be aware that the criteria for such listings or admission to trading may vary and may not meet their expectations and there is a risk that any such listing or admission to trading may not be maintained by the relevant Issuer or may be withdrawn. This may adversely affect the market value of any Green Bonds, Social Bonds or Social Finance Bonds with the effect that investors may be unable to realise all or part of their investment.

Failure by the relevant Issuer or any other relevant entity to allocate (or cause allocation of) an amount equal to the net proceeds as described in the relevant framework or provide reports, or the failure of any external assurance provider to opine on any relevant framework or on any report's conformity with the Group's sustainability strategy or the relevant framework or the withdrawal of any report or any certification that the Group is not complying in whole or in part with any matters for which such opinion or certification is opining or certifying, as the case may be, will not constitute an event of default under or trigger any early redemption rights (whether by the relevant Issuer or any Noteholder). In addition and for the avoidance of doubt, the proceeds of any Green Bonds, Social Bonds or Social Finance Bonds will not be segregated by the relevant Issuer or any other entity in the Group from its capital and other assets and there will be no direct or contractual link between any Green Bonds, Social Bonds or Social Finance Bonds and any Eligible Green Assets, the Affordable Housing Bond Asset Portfolio, or Social Finance Assets, respectively.

Any of the above factors (and any events that negatively affect the value of any other Notes of the Issuer that are intended to finance "green", "social", "inclusive", "sustainable" or equivalently-labelled projects or assets) could have a material adverse effect on the value of such Notes and investors may be unable to realise all or part of their investment.

Notes or Underlying(s) labelled or marketed as having "green", "sustainable", "social", "ESG", "inclusive" or similar objectives

Notes or the Underlying(s) of Notes (e.g. a Security Index) may be described or marketed as having "green", "sustainable", "social", "ESG", "inclusive" or similar objectives.

Notwithstanding the use of such term(s) in the title and/or marketing materials of the Notes or in the description of the Underlying(s), such Notes or Underlying(s) (or the administrator(s) thereof):

- may not meet investors' objectives or expectations as regarding investments which are "green", "sustainable", "social", "ESG", "inclusive" or other similar label; and/or
- may not fulfil legislative or regulatory requirements or criteria as regarding investments which are "green", "sustainable", "social", "ESG", "inclusive" or other similar label (including as set out under the EU Benchmarks Regulation, Regulation (EU) 2020/852 on the establishment of a framework to facilitate sustainable investment (the so called EU Taxonomy Regulation) or either of those regulations as they form part of the domestic law of the UK).

There is currently no universally agreed framework (legal, regulatory, or any other) or market consensus on what constitutes a "green", "sustainable", "social", "ESG", "inclusive" or similar product or the precise attributes required for a particular product to be defined as such, and no assurance can be given that such a universally accepted framework or consensus will develop over time. While there have been regulatory efforts in some jurisdictions and regions (particularly within the European Economic Area and the UK) to define similar concepts, the legal and regulatory framework governing sustainable finance is still developing and there can be no assurance that these local regimes will be more widely adopted in global financial markets.

Accordingly, no assurance can be given to investors that any product will meet any or all of the investor's objectives or expectations regarding investments which are "green", "sustainable", "social", "ESG", "inclusive" or other similar label or that no environmental, social and/or other impacts will occur in the implementation of the product.

Risks related to the market generally

Impact of fees, commissions and/or inducements on the Issue Price and/or offer price

Investors should note that the Issue Price and/or offer price of Notes may include fees and/or other commissions and inducements (e.g. placement fees, distribution fees, structuring fees). Any such fees and/or other commissions and inducements will not be taken into account for the purposes of determining the price of such Notes in the secondary market and will result in a difference between the Issue Price and/or offer price of the Notes and the bid/offer price quoted by any intermediary in the secondary market. Any such difference will result in a decrease in the value of an issue of Notes, particularly in

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relation to any such Notes sold immediately following the issue date or offer period relating to the relevant Tranche of such Notes.

The secondary market

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid and may be sensitive to changes in financial markets and an investor may not be able to find a timely and/or suitable purchaser. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market or at prices higher than the relevant investor's initial investment. Investors seeking to liquidate/sell positions in the Notes prior to the stated maturity date may receive substantially less than their original purchase price. Therefore, in establishing their investment strategy, investors should ensure that the term of the Notes is in line with their future liquidity requirements. This is particularly the case should the relevant Issuer be in financial distress, which may result in any sale of the Notes having to be a substantial discount to their principal amount or for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Notes. The liquidity of Notes is also influenced by the type of investor to whom such Notes are sold. To the extent that an issue of Notes is or becomes illiquid, investors may have to hold the relevant Notes until maturity before they are able to realise value.

The Issuer may, but is not obliged to, list an issue of Notes on a stock exchange. Notes issued pursuant to this Offering Circular will not be listed on a market that is a regulated market in accordance with Directive 2014/65/EU. If Notes are not listed or traded on any stock exchange, pricing information for the relevant Notes may be more difficult to obtain and the liquidity of such Notes may be adversely affected.

If Notes are not listed or traded on a stock exchange, they may be traded on trading systems governed by the laws and regulations in force from time to time (e.g. multilateral trading systems or "MTF") or in other trading systems (e.g. bilateral systems, or equivalent trading systems). In the event that trading in such Notes takes place outside any such stock exchange, regulated market or trading systems, the manner in which the price of such Notes is determined may be less transparent and the liquidity of such Notes may be adversely affected. Investors should note that none of Citigroup Inc., CBNA, CGMHI, the CGMHI Guarantor, CGMFL, the CGMFL Guarantor and any Dealer grants any warranty to Noteholders as to the methodologies used to determine the price of Notes which are traded outside a trading system. However, where the Issuer or any of its affiliates determines the price of such Notes, it will take into account the market parameters applicable at such time in accordance with applicable provisions of law. Even if Notes are listed and/or admitted to trading, this will not necessarily result in greater liquidity.

Each of Citigroup Inc., CBNA, CGMHI, the CGMHI Guarantor, CGMFL, the CGMFL Guarantor and any Dealer may, but is not obliged to, at any time purchase Notes at any price in the open market or by tender or private agreement. Any Notes so purchased may be held or resold or surrendered for cancellation. If any Notes are redeemed in part, then the number of Notes outstanding will decrease, which will reduce liquidity for the outstanding Notes. Any such activities may have an adverse effect on the price of the relevant Notes in the secondary market and/or the existence of a secondary market.

Any of Citigroup Inc., CBNA, CGMHI, the CGMHI Guarantor, CGMFL, the CGMFL Guarantor or any Dealer or affiliate thereof, as, where applicable, part of its activities as a broker and dealer in fixed income and equity securities and related products or otherwise, may make a secondary market in relation to any Notes and may provide an indicative bid price on a daily basis. Any indicative prices so provided shall be determined by the relevant party in its sole discretion taking into account prevailing market conditions and shall not be a representation by such party that any Notes can be purchased or sold at such prices (or at all).

Notwithstanding the above, any of the parties specified above may suspend or terminate making a market and providing indicative prices without notice, at any time and for any reason.

Consequently, there may be no market for the relevant Notes and investors should not assume that such a market will exist. Accordingly an investor must be prepared to hold the Notes until the maturity date.

Where a market does exist, to the extent that an investor wants to sell any Notes, the price may, or may not, be at a discount from the outstanding principal amount.

If it is possible to sell Notes, they would be sold for the prevailing bid price in the market and may be subject to a transaction fee. The prevailing bid price may be affected by several factors including the performance of any relevant Underlying, prevailing interest rates at the time of sale, the time remaining to the stated maturity date, the creditworthiness of the Issuer and/or where the Issuer is CGMHI, the CGMHI Guarantor and/or, where the Issuer is CGMFL, the CGMFL Guarantor and factors affecting the capital markets generally. The introduction of additional or competing products in the market may also have a negative effect on the price of any Notes. It is therefore possible that an investor selling Notes in the secondary market may receive substantially less than their original purchase price.

Credit ratings may not reflect all risks

One or more independent credit rating agencies may assign credit ratings to securities issued under the Programme, including any Notes. The credit rating agencies may have different rating methodologies, criteria, models and requirements from one another. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time. The ratings of any Notes may be reduced, withdrawn or qualified at any time by the applicable rating agency. If the ratings on any Notes are reduced, withdrawn or qualified, it could adversely affect the liquidity or the market value of such Notes.

Additionally, the global landscape of financial sector regulation itself is undergoing significant change. In the U.S., the Dodd-Frank Act, among other things, expands regulatory oversight of Citigroup Inc. (and its subsidiaries) and credit rating agencies. It is not clear how this expanded regulatory oversight will impact the ratings on the Notes or the rating of the Issuer, the CGMHI Guarantor and/or the CGMFL Guarantor.

In general, European (excluding United Kingdom) regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). If the status of the rating agency rating an issue of Notes changes, European (excluding United Kingdom) regulated investors may no longer be able to use the rating for regulatory purposes and such Notes may have a different regulatory treatment. This may result in European (excluding United Kingdom) regulated investors selling the relevant Notes which may impact the value of such Notes and any secondary market. The list of registered and certified rating agencies published by the ESMA on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list. Certain information with respect to the credit rating agencies and ratings is set out above.

In general, United Kingdom regulated investors are restricted under the UK CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the UK and registered under the UK CRA Regulation (and such registration has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). Such general restriction will also apply in the case of credit ratings issued by non-UK credit rating agencies, unless the relevant credit ratings are endorsed by a UK-registered credit rating agency or the relevant non-UK rating agency is certified in accordance with the UK CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended, subject to transitional provisions

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that apply in certain circumstances). If the status of the rating agency rating the Notes changes, United Kingdom regulated investors may no longer be able to use the rating for regulatory purposes and the Notes may have a different regulatory treatment. This may result in United Kingdom regulated investors selling the Notes which may impact the value of the Notes and any secondary market. The list of registered and certified rating agencies published by the FCA on its website in accordance with the UK CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated FCA list.

Information relating to the current ratings of Citigroup Inc., CBNA, CGMHI and CGML is available at www.citigroup.com.

Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Notes are legal investments for it, (2) Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

Changes in any applicable tax law or practice may have an adverse effect on a Noteholder

Any relevant tax law or practice applicable as at the date of this Offering Circular and/or the date of purchase or subscription of any Notes may change at any time (including during any subscription period or the term of any Notes). Any such change may have an adverse effect on a Noteholder, including that Notes may be redeemed before their due date, their liquidity may decrease and/or the tax treatment of amounts payable or receivable by or to an affected Noteholder may be less than otherwise expected by such Noteholder.

Risks relating to different governing laws in respect of certain Notes and guarantees

French Law Notes have the benefit of an English law guarantee

French Law Notes issued by CGMHI have the benefit of a guarantee of the CGMHI Guarantor pursuant to the CGMHI Deed of Guarantee and French Law Notes issued by CGMFL have the benefit of a guarantee of the CGMFL Guarantor pursuant to the CGMFL Deed of Guarantee and the All Monies Guarantee. French Law Notes and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, French law and the Paris courts have exclusive jurisdiction to settle any dispute arising out of or in connection with the French Law Notes. However, each of the CGMHI Deed of Guarantee, the CGMFL Deed of Guarantee and the All Monies Guarantee and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law. In respect of the All Monies Guarantee, the English courts have exclusive jurisdiction to settle any dispute including a dispute relating to non-contractual obligations arising out of or in connection with it. Accordingly, it is possible that Noteholders wishing to enforce their rights in respect of French Law Notes may need to bring claims under differing governing laws and/or in different jurisdictions against the Issuer and the relevant Guarantor and this, in turn, could prolong and/or increase the costs to be incurred in respect of any proceedings in relation to such claims and, potentially, affect the ultimate payout.

Risks associated with Notes linked to rates, benchmark reform and the discontinuance and replacement of "IBORS"

The unavailability, disruption or discontinuance of any interest rate to which the Notes are linked will result in the application of certain fallback provisions

In relation to any event or circumstance affecting an interest rate, the fallback provisions described in Condition 20 (*Hierarchy Provisions and Adjustments*) of the General Conditions will be applied in the order set out therein, in each case where applicable for the relevant rate and the event or circumstance. If the first applicable option shown does not apply to the relevant interest rate and the relevant event or

circumstance then the next option which does should be applied. It is possible that, following the application of such fallback provisions, the relevant rate could be determined on a different day than originally intended and/or may be determined by the Calculation Agent or Determination Agent (as applicable) in its discretion. There is a risk that the determination of the relevant interest rate in accordance with any of these fallback provisions may result in lower amounts payable to investors under the Notes and a reduction in their market value.

Any adjustments to the Conditions (including the determination of any spread or factor howsoever defined) which the Calculation Agent or Determination Agent (as applicable) determines are necessary or appropriate pursuant to the provisions of the Reference Rate Event Provisions and the Administrator/Benchmark Event provisions shall be made to the extent reasonably practicable, but also taking into account prevailing industry standards in any related market (including, without limitation, the derivatives market) and may include, where applicable and without limitation:

- technical, administrative or operational changes that the Calculation Agent or Determination Agent (as applicable) decides are appropriate;
- the application of any adjustment factor or adjustment spread; and
- adjustments to reflect any increased costs to the Issuer of providing exposure to the replacement or successor rate(s) and/or benchmark(s).

Such adjustments may also be applied on more than one occasion, may be made as of one or more effective dates, may but do not have to involve the selection of a successor or replacement rate which is determined on a backwards-looking compounding basis by reference to a "risk-free rate" and which, unless the context otherwise requires or it is inappropriate, will be the relevant rate in relation to the then current and all future determination days.

The fallback provisions described in Condition 20 (*Hierarchy Provisions and Adjustments*) of the General Conditions apply as follows:

Reference Rates:

- If a Reference Rate Event occurs and if the applicable Pricing Supplement specifies any Reference Rate to be applicable in respect of the Notes, Condition 21 (*Reference Rate Event Provisions*) of the General Conditions (the **Reference Rate Event Provisions**) shall apply.
- A Reference Rate Event occurs with respect to a Reference Rate (which means any interest rate howsoever described in the Conditions and as amended from time to time pursuant to the provisions of the Reference Rate Event Provisions) where the Calculation Agent or Determination Agent (as applicable) determines that (i) the Reference Rate has been or will be materially changed, has ceased or will cease to be provided permanently or indefinitely and there is no successor administrator or provider that will continue to provide the Reference Rate, or a regulator or other official sector entity has prohibited or will prohibit the use of or it is otherwise not permitted to use such Reference Rate in respect of the Notes; (ii) any authorisation or similar in respect of the Reference Rate or the administrator or sponsor of the Reference Rate has not been, or will not be, obtained or has been, or will be, refused or similar and as a result the Issuer or any other entity is not or will not be permitted under applicable law or regulation to use the relevant Reference Rate to perform its or their obligations under the Notes; (iii) unless the applicable Pricing Supplement specifies that "Reference Rate Event (Limb (iii))" does not apply, it is not commercially reasonable to continue use of the Reference Rate due to licensing restrictions or changes in licensing costs; (iv) the administrator or sponsor of the relevant Reference Rate, any national, regional or other supervisory or regulatory authority which is responsible for either (a) supervising the administrator or sponsor of the Reference Rate or (b) regulating the Reference Rate, the central bank for the currency of the Reference Rate or other official body with applicable responsibility announcing that the Reference Rate is no longer, or as of a specified future date will no longer be, representative of any underlying market and economic reality that such Reference Rate is intended to measure and that representativeness will not be restored; or (v) the relevant Reference Rate is the subject of any market-wide

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development in the over-the-counter derivatives market (which may be in the form of a protocol, publication of standard terms or otherwise by ISDA) pursuant to which such Reference Rate is or will be replaced with a replacement rate with respect to over-the-counter derivatives transactions which reference such Reference Rate.

- The Calculation Agent or Determination Agent (as applicable) will seek to determine a replacement Reference Rate which must be one of the following:
 - (a) where applicable, if a replacement Reference Rate can be determined by interpolating from other tenors of the relevant Reference Rate, such interpolated Reference Rate, together with an adjustment; or
 - (b) a pre-nominated replacement Reference Rate, together with an adjustment; or
 - (c) an index, benchmark, other price source or rate or fall-back rate or methodology for calculating an index, benchmark, other price source, rate or fall-back rate which is recognised or acknowledged as being an industry standard replacement for over-the-counter derivative transactions which reference such Reference Rate, together with an adjustment; or
 - (d) an index, benchmark or other price source that the Calculation Agent or Determination Agent (as applicable) determines to be a commercially reasonable alternative for the Reference Rate, together with an adjustment.
- In the alternative, the Calculation Agent or Determination Agent (as applicable) may determine that no replacement Reference Rate is required or may adjust the terms of the Notes as it determines necessary or appropriate to account for the effect of such Reference Rate Event. Where applicable, if no such determination and/or adjustments are made, and if the Calculation Agent or Determination Agent (as applicable) determines that it is not possible or commercially reasonable to identify a replacement Reference Rate or calculate the relevant adjustment, the Issuer may redeem the Notes early.
- The Calculation Agent or Determination Agent (as applicable) has powers to make amendments to the terms of the Notes as it considers are necessary and/or appropriate to account for the effect of the replacement Reference Rate, and to determine the level of the Reference Rate to apply in respect of the Notes on an interim basis. For related risks see "*Interest on Notes linked to a Reference Rate will be calculated using a Replacement Reference Rate selected by the Calculation Agent or Determination Agent if a Reference Rate Event occurs*" below.

Benchmarks:

- If an Administrator/Benchmark Event occurs with respect to the relevant rate, PROVIDED THAT the Reference Rate Event Provisions do not apply to the relevant event or circumstance, Condition 22 (*Redemption or adjustment for an Administrator/Benchmark Event*) of the General Conditions (the **Administrator/Benchmark Event provisions**) shall apply.
- An Administrator/Benchmark Event occurs with respect to a Benchmark (which means any figure or rate and where any amount payable or deliverable under the Notes, or the value of the Notes, is determined by reference in whole or in part to such figure or rate) where the Calculation Agent or Determination Agent (as applicable) determines that (i) a Benchmark is materially changed, cancelled or its use is prohibited by a regulator or other official sector entity in respect of the Notes; (ii) any authorisation or similar in respect of a relevant Benchmark or the administrator or sponsor of a relevant Benchmark has not been, or will not be, obtained or has been, or will be, rejected or similar with the effect that the Issuer or any other entity is not, or will not be, permitted under any applicable law or regulation to use the relevant Benchmark to perform its or their respective obligations under the Notes; (iii) unless the applicable Pricing Supplement specifies that "Administrator/Benchmark Event (Limb (3))" does not apply, it is not commercially reasonable to continue use of the Benchmark due to licensing restrictions or changes in licence costs; or (iv) a relevant supervisor and/or sponsor officially announces the

benchmark is no longer representative, or as of a specified future date will no longer be capable of being representative, of any relevant underlying market(s) or economic reality that such Benchmark is intended to measure.

- The Calculation Agent or Determination Agent (as applicable) may make adjustment(s) to the terms of the Notes as it determines necessary or appropriate to account for the effect of the relevant event or circumstance, including, without limitation, the selection of a successor benchmark. Alternatively and if applicable, the Issuer may redeem the Notes early. For related risks see "*Risks relating to the occurrence of an Administrator/Benchmark Event*" below.

Rate as an Underlying:

- If an event or circumstance occurs with respect to a Rate which is an Underlying and if the applicable Pricing Supplement specifies a Rate as an Underlying, PROVIDED THAT neither the Reference Rate Event Provisions nor the Administrator/Benchmark Event provisions apply to the relevant rate as a result of such relevant event or circumstance, the provisions of Underlying Schedule 13 – Rate Conditions relating to the determination of the Underlying Closing Level of a Rate on any Scheduled Trading Day in the event of the occurrence of any Disrupted Day and the provisions relating to the consequences of any such Disrupted Day set out in the General Conditions shall apply. For related risks, see "*Certain considerations associated with Notes relating to rates*" above.

Screen Rate Determination:

- If a floating rate cannot be determined and if the applicable Pricing Supplement specifies any of Screen Rate Determination to be applicable, PROVIDED THAT none of the Reference Rate Event Provisions, the Administrator/Benchmark Event provisions and the Rate Conditions apply to the relevant floating rate as a result of such relevant event or circumstance, the relevant provisions of Condition 4(b) (*Interest on Floating Rate Notes*) of the General Conditions shall apply.
- Where Screen Rate Determination is applicable, if the Page is not available or if no offered quotation or fewer than three offered quotations appear or no rate is provided or published by the relevant administrator or a relevant authorised distributor or a component of the relevant rate is not provided or published (as applicable), in each case as at the Specified Time, or by 10.30 a.m. Sydney time in the case of BBSW, the Determination Agent will determine the Screen Rate in good faith and a commercially reasonable manner having regard to such source as it deems appropriate and any alternative benchmark then available and taking into account prevailing industry standards in any related market (including, without limitation, the derivatives market). Such rate may be (without limitation) a rate published by another authorised distributor, a rate formally recommended by the administrator of the relevant rate or the administrator or supervisor or competent authority responsible for supervising such administrator, the last published rate or the arithmetic mean of quotations provided by reference banks selected by the Determination Agent.

ISDA Determination:

Where ISDA determination is selected as the method of calculation of a rate of interest, the relevant rate will be determined on the same basis as the rate that would be calculated under an 'over-the-counter' derivative transaction documented using the market standard interest rate definitions published by ISDA. These definitions provide a standard method of calculating interest and include certain 'fallback' provisions which may be used to determine an interest rate in the event of temporary or permanent discontinuation of the relevant rate. However, for the purposes of the Notes, the fallback provisions set out in the relevant ISDA interest rate definitions will only apply in certain circumstances as described below.

The ISDA interest rate definitions have been amended, supplemented and replaced from time to time and, as at the date of this document, there are two versions which are relevant for the purposes of the Notes: the 2006 ISDA Definitions published by ISDA as amended or supplemented from time to time

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(the **2006 Definitions**) and the 2021 ISDA Interest Rate Derivatives Definitions published by ISDA as restated from time to time (the **2021 Definitions**). The applicable Pricing Supplement will indicate the version of the ISDA definitions which apply in respect of the Notes.

- Where ISDA Determination is applicable and the 2006 Definitions are specified in the applicable Pricing Supplement, if the Calculation Agent or Determination Agent (as applicable) determines that the ISDA Rate cannot be determined, then notwithstanding anything to the contrary in the Conditions and prior to the application of any provisions relating to an index cessation event (howsoever described) or other permanent cessation fallback provisions in the 2006 Definitions (including where applicable such fallbacks set out in any supplement to the 2006 Definitions), the ISDA Rate for the relevant period and/or date shall be such rate as is determined by the Calculation Agent or Determination Agent (as applicable) in good faith and in a commercially reasonable manner having regard to alternative benchmarks then available and taking into account prevailing industry standards in any related market (including, without limitation, the derivatives market). It should be noted, however, that even though relevant fallback provisions may be included in accordance with the terms of the ISDA Determination itself or the above provision, if prior ranking fallback provisions described in Condition 20 (*Hierarchy Provisions and Adjustments*) of the General Conditions apply, then these prior ranking fallback provisions will be applied first, meaning that any fallback provisions included as part of the ISDA Determination itself may not apply.
- Where ISDA Determination is applicable and the 2021 Definitions are specified in the applicable Pricing Supplement, any fallback provisions relating to temporary cessation will apply in respect of the Notes. However, prior to the application of any provisions relating to permanent cessation or an Administrator/Benchmark Event in the 2021 Definitions (including for the avoidance of doubt any Discontinued Rates Maturities provisions), then, PROVIDED THAT none of the Reference Rate Event Provisions, the Administrator/Benchmark Event provisions and the Rate Conditions apply to the ISDA Rate as a result of such event or circumstance and notwithstanding anything to the contrary in the Conditions, the ISDA Rate for the relevant period and/or date shall be such rate as is determined by the Calculation Agent or Determination Agent (as applicable) in good faith and in a commercially reasonable manner having regard to alternative benchmarks then available and taking into account prevailing industry standards in any related market (including, without limitation, the derivatives market). See further "*The unavailability, disruption or discontinuance of any interest rate to which the Notes are linked will result in the application of certain fallback provisions*" above.
- For related risks, see "*If a floating rate becomes unavailable it may be determined in the Calculation Agent's or Determination Agent's discretion*" below.

SONIA Floating Rate Determination, SOFR Floating Rate Determination:

- If a floating rate cannot be determined and SOFR Floating Rate Determination and/or SONIA Floating Rate Determination (respectively) are specified in the applicable Pricing Supplement, PROVIDED THAT none of the Reference Rate Event Provisions, the Administrator/Benchmark Event provisions and the Rate Conditions apply to the relevant floating rate as a result of the relevant event or circumstance, the relevant provisions of Condition 4(b)(ii)(C) and/or Condition 4(b)(ii)(D) shall apply.
- If in respect of any relevant determination date a SONIA Index value, or a SOFR or SOFR Index value, as applicable, has not been provided or published by or on behalf of the relevant administrator (or any successor administrator) or authorised distributors or the relevant website is not available, the relevant SONIA Index value, or SOFR or SOFR Index value, as applicable, will be determined by the Calculation Agent or Determination Agent (as applicable) in good faith and in a commercially reasonable manner having regard to such sources as it deems appropriate and any alternative benchmark then available and taking into account prevailing industry standards in any related market (including, without limitation, the derivatives market).

If a floating rate becomes unavailable it may be determined in the Calculation Agent's or Determination Agent's discretion or by alternative methods

If the relevant rate is unavailable and the Screen Rate Determination provisions of Condition 4(b) (*Interest on Floating Rate Notes*) of the General Conditions apply, subject as provided in Condition 20 (*Hierarchy Provisions and Adjustments*) of the General Conditions, the Calculation Agent or Determination Agent (as applicable) shall determine the relevant rate in good faith and in a commercially reasonable manner having regard to such sources as it deems appropriate and any alternative benchmark then available and taking into account prevailing industry standards in any related market (including, without limitation, the derivatives market), which determination may be made by reference to quotations provided by third party banks. As a result, the return on your Notes may be lower than expected and/or the value of your Notes may be adversely affected and the Calculation Agent or Determination Agent (as applicable) will have no responsibility to the Issuer or any third party as a result of having acted on any such quotations.

If the ISDA Determination provisions of Condition 4(b) (*Interest on Floating Rate Notes*) of the General Conditions apply, subject as provided in Condition 20 (*Hierarchy Provisions and Adjustments*) of the General Conditions, if the relevant rate of interest cannot be determined by reference to the relevant ISDA Definitions (including the temporary cessation provisions set out in such ISDA Definitions, which may include reference bank quotations), then the rate of interest may be determined by reference to quotations provided by third party banks and the Calculation Agent or Determination Agent (as applicable) will have no responsibility to the Issuer or any third party as a result of having acted on any such quotations. Further, if the relevant rate of interest cannot be determined by reference to bank quotations, then the rate of interest will be that determined by the Calculation Agent or Determination Agent (as applicable) in good faith and in a commercially reasonable manner having regard to alternative benchmarks then available and taking into account prevailing industry standards in any related market (including, without limitation, the derivatives market).

Failure by the Calculation Agent or Determination Agent (as applicable) and/or the Issuer to give notice

Pursuant to the Reference Rate Event Provisions and the Administrator/Benchmark Event provisions, the Calculation Agent or Determination Agent (as applicable) is required to notify the Issuer of certain determinations made in accordance with such provisions, and the Issuer is required to notify the Noteholders thereof or of certain elections to redeem the Notes. However, failure by the Calculation Agent or Determination Agent (as applicable) to so notify the Issuer or failure by the Issuer to so notify the Noteholders will not affect the validity of any such determination or election.

The regulation and reform of "benchmarks" may adversely affect the value of and return on Notes linked to or referencing such "benchmarks"

Interest rate benchmarks play an important role in financial markets and it is therefore critical that benchmarks which are used extensively are robust and are based on active, liquid underlying markets. As a consequence, interest rates and indices or other figures which are deemed to be "benchmarks" have been the subject of recent national and international regulatory scrutiny and reform.

Regulatory authorities and central banks view the overnight risk-free rates as providing the most robust benchmark interest rate available and are therefore strongly encouraging the transition away from Interbank offered rates.

The EU Benchmarks Regulation and UK Benchmarks Regulation

The EU Regulation on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (the **EU Benchmarks Regulation**) and the EU Benchmarks Regulation as it forms part of UK domestic law by virtue of the EUWA (as amended) and regulations made thereunder (the **UK Benchmarks Regulation**, and together with the EU Benchmarks Regulation, the **Benchmarks Regulations**) are a key element of the ongoing regulatory reform in the EU and the UK and have applied since 1 January 2018 and been subject to subsequent amendments.

In addition to so-called "critical benchmarks", other interest rates, foreign exchange rates and certain indices, will in most cases be within scope of both versions of the Benchmarks Regulations as "benchmarks" where they are used to determine the amount payable under, or the value of, certain financial instruments (including (i) in the case of the EU Benchmarks Regulation, Notes traded on an EU regulated market or EU multilateral trading facility (MTF), and (ii) in the case of the UK Benchmarks

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Regulation, Notes traded on a UK recognised investment exchange or a UK MTF, and in a number of other circumstances).

The EU Benchmarks Regulation applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU. Among other things, it (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities (such as CGML) of "benchmarks" provided by administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed).

The UK Benchmarks Regulation contains most of the same provisions as the EU Benchmarks Regulation, but has narrower geographical scope of application. The UK Benchmarks Regulation applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the UK and has been recently amended to give the FCA new powers. The onus of compliance with the UK Benchmarks Regulation rests on UK benchmark administrators and UK supervised entities.

The ESMA maintains a public register of benchmark administrators and third country benchmarks pursuant to the EU Benchmarks Regulation (the **ESMA Register**). Benchmark administrators which were authorised, registered or recognised by the FCA prior to 31 December 2020 were removed from the ESMA Register on 1 January 2021. From 1 January 2021 onwards, the FCA maintains a separate public register of benchmark administrators and non-UK benchmarks pursuant to the UK Benchmarks Regulation (the **UK Register**). The UK Register retains UK benchmark administrators which were authorised, registered or recognised by the FCA prior to 31 December 2020.

The EU Benchmarks Regulation and the UK Benchmarks Regulation could have a material impact on any Notes linked to or referencing a "benchmark". For example:

- a rate or index which is a "benchmark" within the meaning of the EU Benchmarks Regulation may not be used in certain ways by an EU supervised entity if (subject to applicable transitional provisions) its administrator does not obtain authorisation or registration from any EU competent authority (or, if a non-EU entity, does not satisfy the "equivalence" conditions and is not "recognised" pending an equivalence decision and the benchmark is not endorsed). If the benchmark administrator does not obtain or maintain (as applicable) such authorisation or registration or, if a non-EU entity, "equivalence" is not available and it is not recognised and the benchmark is not endorsed, then the Notes may be redeemed prior to maturity;
- a rate or index which is a "benchmark" within the meaning of the UK Benchmarks Regulation may not be used in certain ways by a UK supervised entity if (subject to applicable transitional provisions) its administrator does not obtain authorisation or registration from the FCA (or, if a non-UK entity, does not satisfy the "equivalence" conditions and is not "recognised" pending an equivalence decision and the benchmark is not endorsed). If the benchmark administrator does not obtain or maintain (as applicable) such authorisation or registration or, if a non-UK entity, "equivalence" is not available and it is not recognised and the benchmark is not endorsed, then the Notes may be redeemed prior to maturity; and
- the methodology or other terms of the "benchmark" could be changed in order to comply with the requirements of the EU Benchmarks Regulation or UK Benchmarks Regulation, as applicable, and such changes could reduce or increase the rate or level or affect the volatility of the published rate or level, and (depending on the terms of the particular Notes) could lead to adjustments to the terms of the Notes as the Calculation Agent or Determination Agent (as applicable) deems necessary or appropriate.

Any of the international or national reforms, or the general increased regulatory scrutiny of "benchmarks", could increase the costs and risks of administering or otherwise participating in the setting of a "benchmark" and complying with any such regulations or requirements. Such factors may have the following effects on certain "benchmarks": (i) discourage market participants from continuing to administer or contribute to the "benchmark"; (ii) trigger changes in the rules or methodologies used in the "benchmark" and/or (iii) lead to the disappearance of the "benchmark". Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or

investigations, could have a material adverse effect on the value of and return on any Notes linked to or referencing a "benchmark" and the Calculation Agent or Determination Agent (as applicable) may be entitled to make corresponding adjustments to the conditions of the Notes.

Differences in methodologies

Risk-free rates are generally backwards-looking and are calculated on a compounded or weighted average basis.

Interest on Notes which reference a backwards-looking risk-free rate is not determined until the end of the relevant interest calculation period. Therefore, you may be unable to reliably estimate in advance the amount of interest which will be payable on such Notes. Further, if such Notes become due and payable following an Event of Default, or are otherwise redeemed early on a date which is not an Interest Payment Date, the final Interest Rate payable in respect of such Notes shall be determined by reference to a shortened period ending immediately prior to the date on which the Notes become due and payable or are scheduled for redemption.

Developing markets for SONIA, SOFR and €STR and potential impact on performance and returns

The market continues to develop in relation to adoption of SONIA, SOFR and €STR as reference rates in the capital markets for sterling, U.S. dollar or euro bonds, respectively, and their adoption as alternatives to the relevant interbank offered rates. In addition, market participants and relevant working groups are exploring alternative reference rates based on risk-free rates, including term SONIA, SOFR and €STR reference rates (which seek to measure the market's forward expectation of an average SONIA rate, SOFR or €STR over a designated term).

The market or a significant part thereof may adopt an application of risk-free rates that differs significantly from that set out in the Conditions and used in relation to Notes that reference such risk-free rates issued under this Offering Circular. Term SONIA reference rates (which seek to measure the market's forward expectation of an average SONIA rate over a designated term) have been published from January 2021 and term SOFR rates have also become available for use. It is possible that market participants may seek to apply such rate or term rates for capital markets issuances, although UK authorities have made clear their preference for the market to adopt a broad-based transition to SONIA compounded in arrears for new transactions, with use of a term SONIA reference rate being more limited.

The Issuer may in the future also issue Notes referencing SONIA, SOFR, €STR or other risk-free rates that differ materially in terms of interest determination when compared with any previous SONIA, SOFR, €STR or other risk-free rate referenced Notes issued by it under this Offering Circular.

The development of new risk-free rates could result in reduced liquidity or increased volatility, or could otherwise affect the market price of any Notes that reference a risk-free rate issued under this Offering Circular from time to time.

The new risk free rates have only a limited trading market, and an established trading market may never develop or may not be very liquid. Market terms for Notes indexed to the new risk free rates may evolve over time, and may lead to impacts on trading prices and values, and such Notes may not be able to be sold or may not be able to be sold at prices that will provide a yield comparable to similar investments that have a developed secondary market, and may consequently suffer from increased pricing volatility and market risk.

Similarly, the manner of adoption or application of risk-free rates in the Eurobond markets may differ materially compared with the application and adoption of risk-free rates in other markets, such as the derivatives and loan markets. You should carefully consider how any mismatch between the adoption of such reference rates in the bond, loan and derivatives markets may impact any hedging or other financial arrangements which you may put in place in connection with any acquisition, holding or disposal of Notes referencing such risk-free rates.

Interest on Notes linked to a Reference Rate will be calculated using a Replacement Reference Rate selected by the Calculation Agent or Determination Agent if a Reference Rate Event occurs

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Occurrence of a Reference Rate Event

If the Reference Rate Event Provisions apply pursuant to Condition 20 (*Hierarchy Provisions and Adjustments*) of the General Conditions, there is a risk that a Reference Rate Event may occur in respect of a Reference Rate (for an overview of how the Reference Rate Event Provisions apply, see "*The unavailability, disruption or discontinuance of any interest rate to which the Notes are linked will result in the application of certain fallback provisions*" above).

It is uncertain as to if or when a Reference Rate Event may occur in respect of a Reference Rate and the circumstances which could trigger such an event are outside of the Issuer's control. Whether a Reference Rate Event has occurred will be determined by the Calculation Agent or Determination Agent (as applicable), and any subsequent use of a replacement Reference Rate is likely to result in changes to the Conditions (which could be extensive) and/or interest or other payments under the Notes that are lower than or that do not otherwise correlate over time with the payments that could have been made on such Notes if the relevant Reference Rate remained available in its current form.

Subject to the Conditions, each holder of the Notes will bear the risks arising from any such change and will not be entitled to any form of compensation as a result of any such change.

Determination of alternative benchmark and any Adjustment Spread

If the Calculation Agent or Determination Agent (as applicable) determines that a Reference Rate Event has occurred in respect of a Reference Rate, it will:

- (A) seek to identify a Replacement Reference Rate,
- (B) calculate the adjustment, if any, to the Replacement Reference Rate that it determines is required in order to reduce any transfer of economic value from (i) the Issuer to the Noteholders or (ii) the Noteholders to the Issuer, in each case that would otherwise arise as a result of the replacement of the Reference Rate with the Replacement Reference Rate (an **Adjustment Spread**);
- (C) determine such other amendments to the Notes which it considers are necessary and/or appropriate in order to account for the effect of the replacement of the relevant Reference Rate with the Replacement Reference Rate (as adjusted by the Adjustment Spread); and
- (D) determine the timing for when the Replacement Reference Rate, Adjustment Spread and such other adjustments will become effective in relation to the relevant Notes.

You should be aware that

- (I) the application of any Replacement Reference Rate (notwithstanding the inclusion of any Adjustment Spread), together with any consequential amendments (or, if applicable, any changes made following a material change), could result in a lower amount being payable than would otherwise have been the case;
- (II) more than one possible replacement rate may exist and if so it is possible that the Calculation Agent or Determination Agent (as applicable) may select the least favourable replacement rate;
- (III) any such Replacement Reference Rate (as adjusted by any Adjustment Spread) and any consequential amendments (or, if applicable, any changes made following a material change) shall apply without requiring the consent of the holders of Notes; and
- (IV) if the Calculation Agent or Determination Agent (as applicable) determines that it is not possible or commercially reasonable to adjust the terms of the Notes to account for the effect of any Reference Rate Event or to identify a Replacement Reference Rate or calculate an Adjustment Spread, then absent a determination that no Replacement Reference Rate or other amendments to the terms of the Notes are required, the Notes may, at the Issuer's option, be the subject of an early redemption, in which case you may lose some or all of your investment. There is no

guarantee that a Replacement Reference Rate will be identified or that an Adjustment Spread will be calculated by the Calculation Agent or Determination Agent (as applicable).

The Adjustment Spread may be positive, negative or zero and/or determined pursuant to a formula or methodology. There can be no assurance that the replacement adjustment will fully mitigate the transfer of economic value between the Issuer and holders.

Interim adjustments

If, following a Reference Rate Event but prior to any adjustments or replacement having occurred, the relevant Reference Rate is required for any determination in respect of the Notes and at that time, no amendments have occurred in accordance with the foregoing and:

- (A) if the Reference Rate is still available, and it is still permitted under applicable law or regulation for the Notes to reference the Reference Rate and for the Issuer and/or the Calculation Agent or Determination Agent (as applicable) to use the Reference Rate, the level of the Reference Rate shall be determined pursuant to the terms that would apply to the determination of the Reference Rate as if no Reference Rate Event had occurred; or
- (B) if the Reference Rate is no longer available or it is no longer permitted under applicable law or regulation for the Notes to reference the Reference Rate or for the Issuer and/or the Calculation Agent or Determination Agent (as applicable) to use the Reference Rate, the level of the Reference Rate shall be determined by the Calculation Agent or Determination Agent (as applicable) in its sole and absolute discretion, after consulting any source it deems to be reasonable, as (a) a substitute or successor rate that it has determined is the industry-accepted (in the derivatives market) substitute or successor rate for the relevant Reference Rate (including any temporary substitute or successor rate) or the rate published at the relevant time on the last day on which the Reference Rate was published or was permitted to be used in accordance with applicable law or regulation (the **Last Permitted Rate**) or (b) if it determines there is no such industry-accepted (in the derivatives market) substitute or successor rate or the use of the Last Permitted Rate would not produce a commercially reasonable result, a substitute or successor rate that it determines is a commercially reasonable alternative to the Reference Rate, taking into account prevailing industry standards in any related market (including, without limitation, the derivatives market).

To the extent that any Notes reference a Reference Rate with respect to which a Reference Rate Event is likely to occur during the term of such Notes, prospective investors should be aware that the consequence of the occurrence of a Reference Rate Event described above will be realised if such a Reference Rate Event occurs.

The interests of the Calculation Agent or Determination Agent (as applicable) in making the determinations described above may be adverse to your interests as a holder of Notes. The selection of a Replacement Reference Rate, and any decisions made by the Calculation Agent or Determination Agent (as applicable) in connection with implementing a Replacement Reference Rate with respect to the Notes, could have a material adverse effect on the value of and return on the Notes. Further, there is no assurance that the characteristics of any Replacement Reference Rate will be similar to the relevant Reference Rate or that any Replacement Reference Rate will produce the economic equivalent of such Reference Rate. In particular, any of these fallback provisions may result in interest payments that are lower than, or do not otherwise correlate over time with, the payments that would have been made on the relevant Notes if the previous rate had continued being published in its current form.

Risks relating to the occurrence of an Administrator/Benchmark Event

The occurrence of an Administrator/Benchmark Event (if applicable) in respect of any relevant Benchmark may mean adjustments are made to the Notes which may include selecting one or more successor benchmarks and making related adjustments to the Notes, including if applicable to reflect any increased costs of the Issuer of providing exposure to the replacement or successor rate(s) and/or benchmark(s). Alternatively, early redemption of the Notes may apply if specified as applicable in the applicable Pricing Supplement. For an overview of how the Administrator/Benchmark Event provisions apply, see "*The unavailability, disruption or discontinuance of any interest rate to which the Notes are*

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linked will result in the application of certain fallback provisions" above. Any such adjustment may have an adverse effect on the value of, return on or market for the Notes, and if the Notes are early redeemed, the amount repaid to you could be substantially less than your initial investment and you could therefore sustain a loss.

Risks relating to the discontinuance or unavailability of a Rate

If (x) the provisions of Underlying Schedule 13 – Rate Conditions relating to the determination of the Underlying Closing Level of a Rate on any Scheduled Trading Day in the event of the occurrence of any Disrupted Day and (y) the provisions relating to the consequences of any such Disrupted Day set out in the Conditions apply pursuant to Condition 20 (*Hierarchy Provisions and Adjustments*), if (i) the relevant Electronic Page is not available, or (ii) the percentage rate of the relevant Rate for the relevant Scheduled Trading Day does not appear on the Electronic Page, and/or (iii) the relevant Rate is not provided or published by the relevant administrator or a relevant authorised distributor and/or (iv) a component of the relevant Rate is not provided or published, the Calculation Agent or Determination Agent (as applicable) shall determine the underlying closing level for such Rate as it deems appropriate and in good faith and in a commercially reasonable manner, having regard to such sources as it deems appropriate and any alternative benchmark then available and taking into account prevailing industry standards in any related market (including, without limitation, the derivatives market)) and may make such adjustments to the Conditions as it determines necessary or appropriate to reflect any industry-accepted practices for the successor Rate, including applying an adjustment factor. Any such amendments may result in payments under the Notes being different from those originally anticipated, and could have a material adverse effect on the value of and return on the Notes.

Swap rates may be materially amended or discontinued

Swap rates may be subject to reform in the future. These reforms may cause one or more swap rate(s) to be discontinued, to be modified, or to be subject to other changes. Any such consequence could have a material adverse effect on the value of and return on Notes the payout of which is dependent on the performance of such swap rate.

If a swap rate ceases, different fallback provisions would apply based on the way in which the relevant swap rate is determined under the Conditions and the fallback provisions described in Condition 20 (*Hierarchy Provisions and Adjustments*) of the General Conditions. Such fallback provisions will be applied in the order set out therein and where ISDA Determination applies, this will mean that any permanent cessation fallback provisions included as part of the applicable ISDA Definitions will not apply.

New swap rates linked to risk free rates have recently been developed, such as IBA's GBP SONIA ICE Swap Rate settings and USD SOFR ICE Swap Rate settings. However, there can be no guarantee that such rates will be liquid, and the method by which such new swap rates are calculated may change in the future.

The Calculation Agent or Determination Agent may make consequential changes to the Conditions if the methodology of a relevant rate is amended

In the event that the administrator of a rate referenced by Floating Rate Notes or Rate Linked Notes amends the methodology of such rate (including, without limitation, amendments to the time of publication of the relevant rate), the Calculation Agent or Determination Agent (as applicable) may but shall not be required to make any related or consequential changes to the Conditions not otherwise provided for in the applicable fallback provisions (including, without limitation, any technical, administrative or operational changes, changes to timing and frequency of determining rates and making payments of interest and changes to the definition of Designated Maturity (where applicable)) that the Calculation Agent or Determination Agent (as applicable) determines to be appropriate in a manner substantially consistent with market practice (or, if the Calculation Agent or Determination Agent (as applicable) decides that adoption of any portion of such market practice is not administratively feasible or if the Calculation Agent or Determination Agent (as applicable) determines that no appropriate market practice exists, in such other manner as the Calculation Agent or Determination Agent (as applicable)

determines is reasonably necessary). Investors should be aware that such changes to the Conditions may adversely affect the market value of, and return (if any) on, such Notes.

Risks in connection with "Shift" and "Lag" methodologies

Where SONIA Floating Rate Determination or SOFR Floating Rate Determination is specified in the applicable Pricing Supplement as the manner in which the Interest Rate for Floating Rate Notes is to be determined and except where Index Determination applies, the Observation Method will be specified as "Shift" or "Lag" as applicable. "Shift" and "Lag" have emerged as conventions for daily compounding of rates in arrears. The conventions differ in the period that each method uses when weighting each business day's overnight rate for the relevant risk free rate. The "Shift" approach weights the relevant risk free rate according to the relevant number of days that apply in a separate observation period which 'shadows' the Interest Period e.g. the observation period might start and end five business days preceding the relevant start and end of the Interest Period. The "Lag" approach weights the relevant risk free rate according to the number of days that apply in the relevant Interest Period. Investors should be aware that divergence between the "Shift" and "Lag" methodologies could lead to a difference in the interest being determined even where the relevant risk free rate is the same for the Floating Rate Notes and may not be what the investors expected.

Methodologies for determining interest payable in respect of Floating Rate Notes linked to SONIA or SOFR may differ substantially

The amount of interest payable in respect of Floating Rate Notes linked to SONIA or SOFR will be calculated by reference to (i) the rate of return of a daily compound interest investment (with the daily SONIA or SOFR, as applicable, as the reference rate for the calculation of interest); or (ii) where Index Determination applies, a screen rate, formula or value as may be published by the administrator of SONIA or SOFR, as applicable. There can be no assurance that amounts of interest determined pursuant to (i) and (ii) will be similar, and over time the market may adopt an application of these methodologies that differs significantly from that set out in the Conditions. Further, investors should refer to "*Developing markets for SONIA, SOFR and €STR and potential impact on performance and returns*" below for a description of the key risks relating to the development of risk free rates across the market generally.

Considerations relating to linear interpolation provisions

If "2021 Definitions Linear Interpolation" is specified as applicable in the applicable Pricing Supplement, then the provisions relating to "Linear Interpolation" set out in the 2021 Definitions will apply to the relevant Floating Rate Option. The Floating Rate Option shall be determined at the level of the related swap or hedging arrangement by straight line linear interpolation by reference to two rates based on the relevant Floating Rate Option, one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period, PROVIDED THAT if there is no rate available for a period of time next shorter or, as the case may be, next longer, then the calculation agent for the relevant swap shall determine such rate at such time and by reference to such sources as it determines appropriate. In such circumstances, the linear interpolation provisions set out in Condition 4(J) of the General Conditions shall not apply to the Notes.

Risks relating to inflation

Inflation is the general increase in prices and fall in the purchasing value of money over time. Due to the impact of inflation, the same amount of money will buy fewer goods and services over time.

The real return (or yield) on an investment in Notes will be reduced by inflation. Consequently, the higher the rate of inflation, the lower the real yield on a security will be. If the inflation rate is equal to or greater than the yield under a security, the real yield a holder of such security will achieve will be zero or even negative. Accordingly, inflation may have a negative effect on the value of and return on the Notes, and you should consider the potential impact of inflation (including if the rate of inflation is anticipated to rise over the term of the Notes) before purchasing Notes.

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Relatedly, if the terms and conditions of the relevant Notes provide that some or all of the principal shall be repaid at maturity, such scheduled principal repayment will not provide any protection from the effect of inflation over time and it may still be the case that the return on such Notes adjusted for inflation could be negative.

With regard to risks of Notes linked to one or more Inflation Indices, see "*Risks associated with Notes linked to Inflation Indices*".

Potential conflicts of interest

Where the Calculation Agent is an affiliate of the Issuer, potential conflicts of interest may exist between the Calculation Agent and Noteholders, including with respect to certain determinations and judgements that the Calculation Agent may make pursuant to the Notes that may influence the amount receivable or specified assets deliverable in respect of the Notes.

Any of Citigroup Inc., CBNA, CGMHI, the CGMHI Guarantor, CGMFL, the CGMFL Guarantor and/or their affiliates may be the sponsor of an Underlying and may publish values or prices in respect of an Underlying. Any of Citigroup Inc., CBNA, CGMHI, the CGMHI Guarantor, CGMFL, the CGMFL Guarantor and/or any of their affiliates may also from time to time engage in transactions involving Underlying(s) for their proprietary accounts or for other accounts under their management, subject to requirements of all applicable laws and regulations. Any of Citigroup Inc., CBNA, CGMHI, the CGMHI Guarantor, CGMFL, the CGMFL Guarantor and/or their affiliates may also issue other derivative instruments in respect of any Underlying(s). Any of Citigroup Inc., CBNA, CGMHI, the CGMHI Guarantor, CGMFL, the CGMFL Guarantor, and/or their affiliates may also act as underwriter in connection with future offerings of shares or other securities related to an issue of Notes or may act as financial adviser to certain companies or companies whose securities are Underlying(s) in respect of one or more issues of Notes or in a commercial banking capacity for such companies. These activities may have a positive or negative effect on the value of the relevant Underlying(s) and consequently upon the value of the Notes.

Any of Citigroup Inc., CBNA, CGMHI, the CGMHI Guarantor, CGMFL, the CGMFL Guarantor, any Dealer and/or any of their affiliates may at the date hereof or at any time hereafter be in possession of information in relation to an Underlying that is or may be material and may or may not be publicly available to Noteholders. There is no obligation on any of Citigroup Inc., CBNA, CGMHI, the CGMHI Guarantor, CGMFL, the CGMFL Guarantor, or any Dealer to disclose to any potential investors in Notes or to Noteholders any such information.

Any of Citigroup Inc., CBNA, CGMHI, the CGMHI Guarantor, CGMFL, the CGMFL Guarantor, any Dealer and/or any of their affiliates may have existing or future business relationships with the issuer of, or other entity associated with, any Underlying(s) (including, but not limited to, lending, depositary, risk management, advisory and banking relationships), and will pursue actions and take steps that they or it deems necessary or appropriate to protect their and/or its interests arising therefrom without regard to the consequences for a Noteholder.

Where Notes are offered to the public, as the relevant Dealer(s) and any distributors act pursuant to a mandate granted by the Issuer and they receive fees on the basis of the services performed and the outcome of the placement of such Notes, potential conflicts of interest could arise.

Post issuance information

None of the Issuers, the CGMHI Guarantor and the CGMFL Guarantor will provide any post issuance information, except if required by any applicable laws and regulations.

**DOCUMENTS INCORPORATED BY REFERENCE FOR THE CITIGROUP INC.
OFFERING CIRCULAR**

The information contained in the following documents is hereby incorporated by reference into this Offering Circular and is deemed to be part of this Offering Circular:

- (a) the Annual Report of Citigroup Inc. on Form 10-K for the years ended 31 December 2021 and 31 December 2022 filed with the United States Securities and Exchange Commission (the SEC) on 27 February 2023 (the **Citigroup Inc. 2022 Form 10-K**);
- (b) the Quarterly Report of Citigroup Inc. on Form 10-Q for the three months ended 31 March 2023 filed with the SEC on 5 May 2023 (the **Citigroup Inc. 2023 Q1 Form 10-Q**);
- (c) the Current Report of Citigroup Inc. on Form 8-K filed with the SEC on 14 July 2023 (the **Citigroup Inc. 2023 Q2 Form 8-K**) in connection with the publication of its Quarterly Financial Data Supplement for the quarter ended 30 June 2023;
- (d) the Terms and Conditions of the Notes (comprising the "*General Conditions of the Notes*" and "*Schedules to the Terms and Conditions of the Notes*" contained in the Citigroup Inc. Offering Circular dated 17 December 2013 (the **2013 Citigroup Inc. Offering Circular**);
- (e) the Terms and Conditions of the Notes (comprising the "*General Conditions of the Notes*" and "*Schedules to the Terms and Conditions of the Notes*" contained in the Citigroup Inc. Offering Circular dated 22 January 2015 (the **January 2015 Citigroup Inc. Offering Circular**);
- (f) the Terms and Conditions of the Notes (comprising the "*General Conditions of the Notes*" and "*Schedules to the Terms and Conditions of the Notes*" contained in the Citigroup Inc. Offering Circular dated 23 December 2015 (the **December 2015 Citigroup Inc. Offering Circular**);
- (g) the Terms and Conditions of the Notes (comprising the "*General Conditions of the Notes*" and "*Schedules to the Terms and Conditions of the Notes*" and the Pro Forma Pricing Supplement contained in the Citigroup Inc. Offering Circular dated 16 December 2016 (the **December 2016 Citigroup Inc. Offering Circular**), as supplemented by a Supplement dated 17 January 2017 (the **January 2017 Citigroup Inc. Offering Circular Supplement**);
- (h) the Terms and Conditions of the Notes (comprising the "*General Conditions of the Notes*" and "*Schedules to the Terms and Conditions of the Notes*" and the Pro Forma Pricing Supplement contained in the Citigroup Inc. Offering Circular dated 15 December 2017 (the **December 2017 Citigroup Inc. Offering Circular**), as supplemented by a Supplement dated 11 July 2018 (the **July 2018 Citigroup Inc. Offering Circular Supplement**);
- (i) the Terms and Conditions of the Notes (comprising the "*General Conditions of the Notes*" and "*Schedules to the Terms and Conditions of the Notes*" and the Pro Forma Pricing Supplement contained in the Citigroup Inc. Offering Circular dated 14 December 2018 (the **December 2018 Citigroup Inc. Offering Circular**), as supplemented by a Supplement (No.3) dated 16 August 2019 (the **August 2019 Citigroup Inc. Offering Circular Supplement**);
- (j) the Terms and Conditions of the Notes (comprising the "*General Conditions of the Notes*" and "*Schedules to the Terms and Conditions of the Notes*" and the Pro Forma Pricing Supplement contained in the Citigroup Inc. Offering Circular dated 13 December 2019 (the **December 2019 Citigroup Inc. Offering Circular**);
- (k) the Terms and Conditions of the Notes (comprising the "*General Conditions of the Notes*" and "*Schedules to the Terms and Conditions of the Notes*" and the Pro Forma Pricing Supplement contained in the Citigroup Inc. Offering Circular dated 11 December 2020 (the **December 2020 Citigroup Inc. Offering Circular**), as supplemented by a Supplement (No.1) dated 9 February 2021 (the **February 2021 Citigroup Inc. Offering Circular Supplement**) and a Supplement (No.2) dated 14 May 2021 (the **May 2021 Citigroup Inc. Offering Circular Supplement**);

DOCUMENTS INCORPORATED BY REFERENCE FOR THE CITIGROUP INC. OFFERING CIRCULAR

- (l) the Terms and Conditions of the Notes (comprising the "*General Conditions of the Notes*" and "*Schedules to the Terms and Conditions of the Notes*" and the Pro Forma Pricing Supplement contained in the Citigroup Inc. Offering Circular dated 3 September 2021 (the **September 2021 Citigroup Inc. Offering Circular**), as supplemented by a Supplement (No.1) dated 15 October 2021 (the **October 2021 Citigroup Inc. Offering Circular Supplement**), a Supplement (No.3) dated 1 December 2021 (the **December 2021 Citigroup Inc. Offering Circular Supplement**) and a Supplement (No.4) dated 21 January 2022 (the **January 2022 Citigroup Inc. Offering Circular Supplement**); and
- (m) the Terms and Conditions of the Notes (comprising the "*General Conditions of the Notes*" and "*Schedules to the Terms and Conditions of the Notes*" and the Pro Forma Pricing Supplement contained in the Citigroup Inc. Offering Circular (No.2) dated 29 July 2022 (the **July 2022 Citigroup Inc. Offering Circular (No.2)**), as supplemented by a Supplement (No.2) dated 16 September 2022 (the **September 2022 Citigroup Inc. Offering Circular (No.2) Supplement**) and a Supplement (No.10) dated 24 May 2023 (the **May 2023 Citigroup Inc. Offering Circular (No.2) Supplement**)).

The following information appears on the pages of the relevant document(s) as set out below:

1. *Audited consolidated financial statements of Citigroup Inc. as of 31 December 2022 and 2021 and for the years ended 31 December 2022, 2021 and 2020, as set out in the Citigroup Inc. 2022 Form 10-K:*

	Page(s)
A. Consolidated Statements of Income and Comprehensive Income	138-139
B. Consolidated Balance Sheet	140-141
C. Consolidated Statement of Changes in Stockholders' Equity	142-143
D. Consolidated Statement of Cash Flows	144-145
E. Notes to the Consolidated Financial Statements	146-313
F. Report of Independent Registered Public Accounting Firm – Consolidated Financial Statements of Citigroup Inc. as of 31 December 2022 and 2021 and for the years ended 31 December 2022, 2021 and 2020	132-135

2. *Other information relating to Citigroup Inc., as set out in the Citigroup Inc. 2022 Form 10-K:*

	Page(s)
A. Description of the principal activities of Citigroup Inc. – Overview, Management's Discussion and Analysis of Financial Condition and Results of Operations, Segment and Business – Income (Loss) and Revenues and Segment Balance Sheet	4-23
B. Description of the principal markets in which Citigroup Inc. competes	
(i) Institutional Clients Group and Global Consumer Banking	14-22

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(ii)	Note 3 (<i>Operating Segments</i>) to the Consolidated Financial Statements	163-164
C.	Description of the principal investments of Citigroup Inc. – Note 13 (<i>Investments</i>) to the Consolidated Financial Statements	195-204
D.	Description of trends and events affecting Citigroup Inc.	
(i)	Overview, Management's Discussion and Analysis of Financial Condition and Results of Operations, Segment and Business – Income (Loss) and Revenues and Segment Balance Sheet	4-22
(ii)	Capital Resources	24-40
(iii)	Risk Factors	41-54
(iv)	Sustainability and Other ESG Matters	54-56
(v)	Significant Accounting Policies and Significant Estimates	122-128
(vi)	Note 1 (<i>Summary of Significant Accounting Policies</i>) to the Consolidated Financial Statements	146-159
E.	Description of litigation involving Citigroup Inc.	298-304
F.	Risk Factors	41-54
G.	Risk Management	59-121
H.	Glossary of Terms and Acronyms	322-326
3.	<i>Unaudited interim financial information of Citigroup Inc. in respect of the three months ended 31 March 2023, as set out in the Citigroup Inc. 2023 Q1 Form 10-Q:</i>	
		Page(s)
A.	Consolidated Statements of Income and Comprehensive Income	88-89
B.	Consolidated Balance Sheet	90-91
C.	Consolidated Statement of Changes in Stockholders' Equity	92
D.	Consolidated Statement of Cash Flows	93-94
E.	Notes to the Consolidated Financial Statements	95-206
4.	<i>Other information relating to Citigroup Inc., as set out in the Citigroup Inc. 2023 Q1 Form 10-Q:</i>	
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DOCUMENTS INCORPORATED BY REFERENCE FOR THE CITIGROUP INC. OFFERING CIRCULAR

A.	Description of the principal activities of Citigroup Inc. – Overview, Management's Discussion and Analysis of Financial Condition and Results of Operations, Segment and Business – Income (Loss) and Revenues and Segment Balance Sheet	1-20
B.	Description of the principal markets in which Citigroup Inc. competes	
	(i) Management's Discussion and Analysis of Financial Condition and Results of Operations, Segment and Business – Income (Loss) and Revenues and Segment Balance Sheet	3-20
	(ii) Strategic Risk	71
	(iii) Note 3 (<i>Operating Segments</i>) to the Consolidated Financial Statements	101
C.	Description of the principal investments of Citigroup Inc. – Note 12 (<i>Investments</i>) to the Consolidated Financial Statements	115-123
D.	Description of trends and events affecting Citigroup Inc.	
	(i) Citigroup Segments, Management's Discussion and Analysis of Financial Condition and Results of Operations, Segment and Business – Income (Loss) and Revenues and Segment Balance Sheet	2-20
	(ii) Significant Accounting Policies and Significant Estimates, Income Taxes, Disclosure Controls and Procedures, Disclosure Pursuant to Section 219 of the Iran Threat Reduction and Syria Human Rights Act and Forward-Looking Statements	77-85
	(iii) Note 1 (<i>Basis of Presentation, Updated Accounting Policies and Accounting Changes</i>) to the Consolidated Financial Statements	87-88
E.	Description of litigation involving Citigroup Inc. – Note 25 (<i>Contingencies</i>) to the Consolidated Financial Statements	196-197
F.	Risk Management – Managing Global Risk Table of Contents and Managing Global Risk	34-76
5.	<i>The Quarterly Financial Data Supplement of Citigroup Inc. in respect of the quarter ended 30 June 2023, as set out in the Citigroup Inc. 2023 Q2 Form 8-K:</i>	
		Page(s)
A.	Press Release, dated 14 July 2023, issued by Citigroup Inc.	Exhibit Number 99.1 on pages 4-15